

#### MEMORANDUM

Agenda Item No. 7(A)(1)(A)

TO:

Honorable Chairperson Barbara Carey-

Shuler, Ed. D and Members

Board of County Commissioners

FROM:

George M. Burgess County Manager DATE:

September 23, 2003

SUBJECT:

Award Recommendation,

ITB Prepaid Phone Card

Vending Machines No. MDAD0003

The attached contract award recommendation between Latin American Enterprises, Inc. and Miami-Dade County has been prepared by the Miami-Dade Aviation Department (MDAD) and is recommended for approval. It is further recommended that the Board authorize the County Manager or his designee to execute said Agreement for and on behalf of the County, and to exercise any cancellation provisions therein.

WTN/Blackstar/CKOR Vending Joint Venture was recommended for award for the Prepaid Phone Card Vending Machines Agreement. On July 24, 2003, MDAD received a letter from Edward J. Meegan, managing partner of the Joint Venture stating that WTN/Blackstar/CKOR Vending Joint Venture will not execute an agreement with Miami International Airport until the discounted pay phones are removed from the airport. No commitment for such removal will be made. The County Attorney's Office therefore concluded that WTN/Blackstar/CKOR is no longer a responsible bidder.

Therefore, we are recommending award of the Prepaid Phone Card Vending Machines Agreement to the firm of Latin American Enterprises, Inc., the highest responsive/responsible bidder.

PROJECT:

ITB Prepaid Phone Card Vending Machines

PROJECT NO.:

MDAD0003

PROJECT LOCATION:

Miami International Airport

**DESCRIPTION OF PROJECT:** 

The County advertised an Invitation to Bid for one (1) qualified firm or individual(s) for the installation, operation and maintenance of prepaid phone card vending machines located at Miami International Airport.

The successful bidder shall operate thirtyseven (37) prepaid phone card vending machines at various locations in Miami International Airport.

FIRM:

Latin American Enterprises, Inc.

**LOCATION OF FIRM:** 

2929 S.W. 3<sup>rd</sup> Avenue, Third Floor

Miami, Florida 33129

**TERM OF AGREEMENT:** 

Two years

**OPTION(S) TO RENEW:** 

Two one-year options to renew

RECOMMENDED AGREEMENT

**MEASURES:** 

RC review not required

**ADVERTISEMENT DATE:** 

June 6, 2002

**LIVING WAGE:** 

Not Applicable

**BACKGROUND:** 

The Aviation Department advertised an Invitation for Bid (ITB) to solicit bids for Prepaid Phone Card Vending machines in the Metro Calendar and the Daily Business Review. Six (6) bidders responded to the County's public advertisement. One of the six firms was found non-responsive by the County Attorney's Office because the firm proposed to meet the DBE goal by being a qualified DBE but was not DBE certified at the time of submitting its bid and was subsequently denied certification. The prices for the five (5) remaining responsive responsible bidders were opened and read aloud at a publicly advertised meeting.

The price bids for a Minimum Annual Guarantee for the five bidders were as follows:

- 1. WTN/Blackstar/CKOR Vending Joint Venture: \$1,089,312.00
- 2. Latin American Enterprises, Inc.: \$1,081,495.00
- 3. Communitel, Inc.: \$1,080,009.00

- 4. Travelex Currency Services, Inc.: \$701,000
- 5. Datawave Services, Inc.: \$300,000 with annual increase by percentage equal to the Consumer Price Index and a payment of \$50,000 payable upon execution of the Agreement.

The County Manager's recommendation to award the Agreement to WTN, the highest bidder, was placed on the January 21, 2003 Board of County Commissioners agenda (7A1A) but was later withdrawn as a result of a protest being filed by Latin American Enterprises, Inc. and Communitel, Inc. protest hearing was held, and the Hearing Examiner subsequently recommended that the recommendation of the County Manager stand. Prior to the protest procedures, WTN, as the highest bidder, expressed reservations about executing the Agreement at the price, which it bid, and cited increased competition from discounted payphones installed at the MIA terminal. After expressing such reservations, WTN participated in the bid protest hearing and defended the recommendation to award the Agreement to WTN in accordance with its bid. The award recommendation for WTN was then placed on the BCC Agenda for July 8, 2003. However, Communitel, Inc. filed a bid protest in connection with this award recommendation. After considerable discussion by the Board, a motion to waive the bid protest procedures and proceed with consideration of the County Manager's award recommendation failed. Therefore. pursuant to the bid protest procedures, a hearing examiner had to consider the protest filled by Communitel, Inc.

A protest hearing was then scheduled for July 24, 2003. During the protest hearing, the Hearing Examiner ruled that we could not proceed until a new recommendation was filed with the Clerk of the Board, because the

existing recommendation to award to WTN/Blackstar/CKOR Vending Joint Venture was null and void due to the rejection of WTN/Blackstar/CKOR Vending Joint Venture as a responsible bidder since it failed to execute an agreement with MIA.

It is further recommended that authorization be granted to offer the Agreement to the highest responsive/responsible bidder, Latin American Enterprises, Inc.

AMOUNT OF RECOMMENDED AGREEMENT:

The bid is, \$1,081,495 Minimum Annual Guarantee. (MAG). In addition, the firm shall pay the County 25% of the monthly gross revenue, which exceeds the Minimum

Annual Guarantee.

**HOW LONG IN BUSINESS:** 

Eleven (11) years

**COMPANY PRINCIPALS:** 

Juan Jose Pino

PREVIOUS AGREEMENT(S)

WITH THE COUNTY:

One (1) Agreement

# DISCLOSURE INFORMATION FOR THE REMAINING FOUR FIRMS

FIRM: WTN/Blackstar/CKOR Vending

Joint Venture

**LOCATION OF FIRM:** C/O WTN, Inc. 87-14 116<sup>th</sup> Street

Richmond Hill, NY 11418

**HOW LONG IN BUSINESS:** Partnership agreement for Joint Venture

Dated June 7, 2002

**COMPANY PRINCIPALS:** Edward J. Meegan (WTN)

John E. Oxendine (Blackstar)



Christopher G. Korge (CKOR

PREVIOUS AGREEMENT(S)

WITH THE COUNTY:

None (under the joint venture)

FIRM: Communitel, Inc.

**LOCATION OF FIRM:** 11890 S.W. 8<sup>th</sup> Street, Suite #212

Miami, Florida 33184

**HOW LONG IN BUSINESS:** Six and a half (6 1/2) years + five (5) years

under the name of Quick Packing, Inc.

**COMPANY PRINCIPALS:** Pedro R. Pelaez

Robert J. McWilliams

PREVIOUS AGREEMENT(S)

WITH THE COUNTY: Two (2) Agreements totaling \$1,803,683

FIRM: Travelex Currency Services Inc.

**LOCATION OF FIRM:** 1000 Franklin Ave., Suite 100

Garden City, NY 11530

**HOW LONG IN BUSINESS:** Twenty (20) years

COMPANY PRINCIPALS: Anthony R. Horne

Michael Brandt Thomas Tucker Michael Ambrose

PREVIOUS AGREEMENT(S)

WITH THE COUNTY: None

FIRM: DataWave Services (US) Inc.

**LOCATION OF FIRM:** 231 West Parkway

Pompton Plains, New Jersey 07444

**HOW LONG IN BUSINESS:** Eight (8) years

**COMPANY PRINCIPALS:** 

Pierre Saez Joshua Emanuel Ronald Bozek

Mark Belsky Dave Knox John Gunn

PREVIOUS AGREEMENT(S) WITH THE COUNTY:

None

Assistant County Manager

Hon. Chairperson Barbara Carey-Shuler, Ed.D.

TO:

(Revised)

DATE:

September 23, 2003

•	and Members, Board of County Commission	oners					
	Robert A. Ginsburg County Attorney	SUBJECT: Agenda Item No.7(A)(1)(A)					
Plea	se note any items checked.						
	"4-Day Rule" ("3-Day Rule" f	or committees) applicable if raised					
	6 weeks required between first	reading and public hearing					
	4 weeks notification to municipal officials required prior to public hearing						
	Decreases revenues or increase	es expenditures without balancing budget					
	Budget required						
	Statement of fiscal impact req	uired					
	Bid waiver requiring County I	Manager's written recommendation					
	Ordinance creating a new boa report for public hearing	rd requires detailed County Manager's					

Housekeeping item (no policy decision required)

No committee review

Approved	Mayor	Agenda Item No.7(A)(9-23-03	1)(A)
Veto	<u> </u>	9-23-03	
Override			

RESOLUTION	NO.	

RESOLUTION AWARDING PREPAID PHONE CARD VENDING MACHINES AGREEMENT TO LATIN AMERICAN ENTERPRISES, INC. AT MIAMI INTERNATIONAL AIRPORT, ITB NO. MDADO003; AUTHORIZING COUNTY MANAGER OR DESIGNEE TO EXECUTE AGREEMENT AND TERMINATION PROVISIONS CONTAINED THEREIN

WHEREAS, the Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY

COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board

hereby awards the Prepaid Phone Card Vending Machines Contract to

Latin American Enterprises, Inc. at Miami-International Airport,

ITB No. MDAD0003, for the installation, operation and maintenance

of the prepaid phone vending machines located in Miami

International Airport, for a two (2) year term, with two (2) oneyear options to renew, for a minimum annual guarantee of

\$1,080,009.00, as set forth in the attached memorandum from the

County Manager; this Board authorizes the County Manager or

designee to execute the Agreement between Miami-Dade County and

Latin American Enterprises, Inc., in substantially the form

attached hereto and made a part hereof, and to exercise the

termination provisions contained therein.

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The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro
Betty T. Ferguson
Joe A. Martinez
Dennis C. Moss
Natacha Seijas
Sen. Javier D. Souto

Jose "Pepe" Diaz Sally A. Heyman Jimmy L. Morales Dorrin D. Rolle Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 23<sup>rd</sup> day of September, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as to form and legal sufficiency.	) By: Deputy Clerk
Roy Wood	

# LEASE AND CONCESSION AGREEMENT

### FOR THE

# PREPAID PHONE CARD VENDING MACHINES SERVICES FOR THE TERMINAL BUILDING AT MIAMI INTERNATIONAL AIRPORT,

#### BETWEEN

## MIAMI-DADE AVIATION DEPARTMENT

#### AND

LATIN AMERICAN ENTERPRISES, INC.

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Appendix A – WTN/Blackstar/CKOR Vending's Proposal Submittal

#### **DEFINITIONS**

The term "Airport" shall mean Miami International Airport.

The term "Airport Director or its Designee" shall mean the person assigned to oversee the project.

The term "Capital Improvement Program" (CIP) shall mean to the Airport's construction program that will involve the refurbishment of Terminal interiors, airline relocations, changes in access to the Terminal and Concourses, construction of new concession spaces, and other improvements that may affect concession operations in the Terminal Building and on the Concourses. The CIP may affect the operation of the spaces, and THE DEPARTMENT NEITHER MAKES NOR IMPLIES ANY WARRANTIES AS TO THE EFFECT OF SUCH CAPITAL IMPROVEMENT PROGRAM ON SAID OPERATIONS DURING THE TERM OF THE AGREEMENT.

The term "Commencement Date" shall be 30 calendar days from the Effective Date.

The term "Concessionaire" shall mean the Successful Bidder who enters into a Lease and Concession Agreement.

The term "County" shall mean Miami-Dade County, Florida.

The term "Department" shall mean the Miami-Dade Aviation Department (MDAD).

The term "Effective Date" is the date the County Manager executes the Concession Agreement.

The term "Lease and Concession Agreement" shall mean the Agreement as signed and executed by the Concessionaire and the County.

The terms "Miami Dade Aviation Department" or "MDAD" are one in the same and shall mean to the County Department responsible for operating Miami International Airport.

#### FORM OF LEASE AND CONCESSION AGREEMENT FOR NON-EXCLUSIVE PREPAID PHONE CARD VENDING MACHINES AT MIAMI INTERNATIONAL AIRPORT MIAMI, FLORIDA

	This	Prepaid	Phone	Card	Vending	Machines	Lease	and	Concession	Agreement
("Agre	ement	") is mad	e and en	tered i	nto as of tl	his da	y of		2003, by a	and between
Miami-	-Dade	County,	Florida (	("The	County"),	a political s	subdivis	ion o	f the State of	Florida and
Latin A	\meric	an Enterp	orises, In	nc. ("Co	oncessiona	iire").				

#### WITNESSETH:

WHEREAS, the County owns Miami International Airport ("Airport"), and operates the Airport through the Miami-Dade Aviation Department.

WHEREAS, Prepaid Phone Card Vending Machines is a desired service for the convenience of the airline passengers and Airport patrons, as further described herein, "Prepaid Phone Card Vending Machines", attached hereto.

WHEREAS, an Invitation to Bid No. MDAD0003, ("Bid Invitation") was issued by the Department on June 6, 2002. In response to the Bid Invitation, the County has received bids and an award has been made to a concessionaire.

**NOW, THEREFORE,** in consideration of the spaces, agreement, and the mutual covenants herein contained, the parties agree as follows:

#### ARTICLE 1 – TERM, EXTENSION AND LOCATIONS

- 1.01 <u>TERM</u>: The County hereby leases to the concessionaire and the concessionaire hereby leases from the County, for a term of two (2) years, beginning 30 days from the Effective Date, also known as the "Commencement Date", unless otherwise terminated or extended as provided for herein, the Locations described below, Section 1.04, for the operation of non-exclusive Prepaid Phone Card Vending Machines at Miami International Airport.
- **1.02 EXTENSION:** The Department reserves the right to extend the Agreement, at its sole discretion, for a period not to exceed two (2) one-year extensions.
  - In the event the Department elects to extend the Agreement, the Concessionaire shall be notified, in writing, at least 30 calendar days prior to the scheduled termination date of the Agreement. In the event the Department does not give such notice, the Agreement shall terminate accordingly.
- **1.03 TERMINATION:** The Agreement may be terminated, by either party, without cause, upon not less than ninety (90) day written notice.

**LOCATIONS:** The County hereby provides to the Concessionaire 37 Locations, each measuring no more than 9 square feet, for a total square footage of approximately 333 square feet, as shown on **Exhibit A**, "Phone Card Locations" dated December 1, 2001, solely for the purpose of operating and maintaining Prepaid Phone Cards Vending Machines.

The "Capital Improvement Program" (CIP) at the Airport will involve the refurbishment of terminal interiors, airline relocations, changes in access to the Terminal and Concourses, construction of new concession spaces, and other improvements that may affect concession operations in the Terminal Building and on the Concourses. The CIP may affect the operation of these assigned spaces, and THE DEPARTMENT NEITHER MAKES NOR IMPLIES ANY WARRANTIES AS TO THE EFFECT OF SUCH CAPITAL IMPROVEMENT PROGRAM ON SAID OPERATIONS DURING THE TERM OF THE AGREEMENT.

**ADDITIONS, DELETIONS AND RELOCATIONS:** The Department reserves the right to add, delete or relocate any of the Locations, due to, but not limited by, Airport development/construction, operational necessity, security, or safety considerations.

The Department and the Concessionaire may, by mutual agreement, add other Locations hereunder for such minimum annual guarantee and monthly opportunity fee, pursuant to Sections 3.01 and 3.02, and all costs associated therewith shall be paid by the Concessionaire. Such addition must originate, upon a written request from the Concessionaire to the Department with the subsequent written approval from the Department to the Concessionaire.

The Department and the Concessionaire may, by mutual agreement, relocate a Location, upon a written request from the Concessionaire to the Department with the subsequent written approval from the Department to the Concessionaire. In the event of any relocation, the Department shall use its best efforts, but will not be required to provide Locations with similar sales potential.

The Agreement shall be administratively revised to reflect any additions, deletions, and relocations, as such, (i) for the mutually accepted addition of any Location, upon 30 calendar written notice to the Concessionaire by the Department, (ii) for deletions, upon 30 calendar days written notice to the Concessionaire by the Department, (iii) for the mutually accepted relocation of any Location, upon 30 calendar days written notice to the Concessionaire by the Department.

Such changes will include revised **Exhibit A** and appropriate changes to Locations in Section 1.04 and total payments due the County in accordance with Sections 3.01 and 3.02.

The Successful Bidder will not add, delete, or change locations without the written approval of the Department. Failure to comply with this requirement will result in the

immediate removal of the phone card vending machine by the Department or Concessionaire and may be cause for default.

- **1.06 NONEXCLUSIVITY:** This Agreement is nonexclusive in character and in no way prevents the County from entering into an Agreement with any other parties for the sale or offering of competitive services, products or items by other Concessionaires or others in other Premises at the Airport during the term of the Agreement.
- 1.07 BID INCORPORATED: The Concessionaire acknowledges that it has submitted to the County a bid ("BID") that was the basis for the award of the Agreement and upon which the County has relied. IN THE EVENT THERE ARE ANY CONFLICTS BETWEEN THE INVITATION TO BID DOCUMENTS AND THE LEASE AND CONCESSION AGREEMENT, THE TERMS OF THE LEASE AND CONCESSION AGREEMENT SHALL GOVERN. The bid of the Concessionaire, where not inconsistent with the terms of the Lease and Concession Agreement, is hereby incorporated into the Agreement by reference.

#### ARTICLE 2 – USE OF LOCATIONS

2.01 The Concessionaire shall have the right, privilege, and obligation to use the assigned locations to operate and maintain non-exclusive Prepaid Phone Card Vending Machines as approved by the Department.

Any sales by the Concessionaire of services, products, or items not specifically approved herein, in writing by the Department, shall constitute a default. In the event of such default, the Concessionaire will discontinue the sale or service of the unapproved product immediately, upon verbal or written notice from the Department. Failure to discontinue such sales shall be grounds for termination of the Agreement.

2.02 The Concessionaire is required to operate and maintain the Locations and the prepaid phone card vending machines in a first class manner and condition. It is the intent of the Agreement to provide a pleasant, operationally efficient and financially productive environment. The Concessionaire will emphasize customer service through employee courtesy, knowledge and interest in the product and attention to detail.

#### ARTICLE 3 - PAYMENTS AND REPORTS

3.01 MINIMUM ANNUAL GUARANTEE: The Concessionaire shall pay to the County beginning on the Commencement Date, a Minimum Annual Guarantee of \$1,081,495.00.

The Minimum Annual Guarantee shall be prorated and payable in twelve equal monthly payments, (Minimum Monthly Guarantee), of \$90,124.58, in U.S. funds, on the first day of each month, in advance, and without billing, plus applicable taxes as required by law.

Prior to the second year of the Agreement and every subsequent year thereafter, including any extensions, the Minimum Annual Guarantee shall be recalculated. An appropriate

adjustment will be made to reflect the change in the Consumer Price Index (CPI) for all urban consumers in the U.S., South Urban Region, for the preceding County fiscal year.

3.02 PERCENTAGE FEE TO THE COUNTY: As consideration for the privileges granted the Concessionaire herein to engage in business at the Airport and not as a payment for the use and occupancy of any property, the Concessionaire shall pay to the County, in addition to the payment required pursuant Section 3.01 "Minimum Annual Guarantee", a percentage fee of 25% of the Monthly Gross Revenues, as defined in Section 3.04 "Gross Revenues", that exceeds the sum of the monthly "Minimum Monthly Guarantee", in US funds, by the tenth day of the month following the month during which the Gross Revenues were received or accrued. Percentage Fees are non-taxable.

Percentage Fee to the County payable on any unreported Gross Revenues, determined by the annual audit required pursuant to Section 3.12 "Right to Audit/Inspect" are considered as having been due on the tenth day of the month following the month during which the unreported Gross Revenues were received or accrued.

- 3.03 PERFORMANCE BOND FOR MAG REQUIREMENTS: Within thirty (30) calendar days after the award of the Agreement, the Concessionaire shall provide the County a Performance Bond on Exhibit H attached to the Lease and Concession Agreement in an amount equal to 100% of the Minimum Annual Guarantee (MAG) for the first twelve (12) months of operation of the concession and shall keep the same in full force and effect and shall renew the same annually as adjusted to reflect increases in the Consumer Price Index (CPI), for the entire term and extensions, if any, of the Agreement, to ensure the faithful performance of all of the covenants, terms and conditions of the agreement.
- 3.04 GROSS REVENUES: The term "Gross Revenues", as used in the Agreement, means all monies paid or payable to or consideration of determinable value received by the Concessionaire in the operation under the Agreement, regardless of when or where the order therefore is received, or the goods delivered, or services rendered, whether paid or unpaid, whether on a cash or credit basis or in consideration of any other thing of value; provided, however, that the term "Gross Revenues" shall not include: (i) any refund given to the customer because of a customer satisfaction issue which must be documented and auditable, (ii) promotional discount and coupon offers issued to customers as a result of a Departmental approved marketing plan.
- 3.05 TAXES: The Concessionaire shall be solely responsible for the payment of all sales, use or other taxes, levied upon the fees and other charges payable by Concessionaire to Department hereunder, whether or not the same shall have been billed or collected by Department, together with any and all interest and penalties levied thereon, and Concessionaire hereby agrees to indemnify Department and hold it harmless from and against all claims by any taxing authority that the amounts, if any, collected from Concessionaire and remitted to the taxing authority by Department, or the amounts, if any, paid directly by Concessionaire to such taxing authority, were less than the total amount of taxes due, and for any sums including interests and penalties payable by

Department as a result thereof. The provisions of this paragraph shall survive the expiration or prior termination of the Agreement.

- 3.06 REPORTS OF GROSS REVENUE: On or before the 10<sup>th</sup> day following the end of each month throughout the term of the Agreement, or any extension hereof, the Concessionaire shall furnish to the Department, a Statement of Monthly Gross Revenues, Exhibit E. The report shall enumerate each Location under the Agreement, together with the Monthly Percentage Fee to the County payments due in Section 3.02 "Percentage Fee to the County". The Concessionaire shall certify as to the accuracy of such Gross Revenues in such form as shall be prescribed by the Department. The Department may modify from time to time, the form of reporting. The statement must be signed by an officer (if Concessionaire is a corporation), a partner (if a partnership), or the owner (if a sole proprietorship) and identify all receipts derived by Concessionaire during such month. Failure to comply within ten (10) calendar days will result in a late fee of \$50 per day.
- 3.07 <u>LATE PAYMENT</u>: In the event the Concessionaire fails to make any payments as required to be paid under the provisions of the Agreement within ten (10) calendar days of the due date, interest at the rates established from time to time by the Board of County Commissioners of Dade County, Florida (currently set as 1½% per month) shall accrue against all such delinquent payment(s) from the original due date until the Department actually receives payment. The right of the County to require payments of such interest and the obligation of the Concessionaire to pay same shall be in addition to and not in lieu of the right of the County to enforce other provisions herein, including termination of the Agreement, or to pursue other remedies provided by law.
- dishonored check or draft to the County in payment of any obligation arising under the Agreement, the Concessionaire shall incur and pay a service fee of TWENTY-FIVE DOLLARS, if the face value of the dishonored check or draft is \$50.00 or less, THIRTY DOLLARS if the face value of the dishonored check or draft is more than \$50.00 and less than \$300.00, or FORTY DOLLARS, if the face value of the dishonored check is \$300.00 or more, or five percent of the face value of such dishonored check or draft, whichever is greater, plus penalties imposed by law (F.S.832.08 and F.S. 125.0105). Further, in such event, the Department may require that future payments required pursuant to the Agreement be made by cashier's checks or other means acceptable to the Department.
- **3.09 ADDRESS FOR PAYMENTS:** The Concessionaire shall pay all monies payable, as required by the Agreement, to the following:

In Person: Miami-Dade Aviation Department

Finance Division 4200 N.W. 36<sup>th</sup> Street Building 5A, Suite 300

During normal business hours, 8:00 A.M. to 5:00 P.M Monday through Friday

By Mail:

Miami-Dade Aviation Department

Finance Division P.O. Box 592616 Miami, Florida 33159

By Express Mail: Miami-Dade Aviation Department

Finance Division 4200 N.W. 36<sup>th</sup> Street Building 5A, Suite 300 Miami, Florida 33122

By Wire Transfer: In accordance with Wire transfer instructions provided by MDAD's

Finance Division, 305-876-7383.

3.10 **REVENUE CONTROL PROCEDURES:** Notwithstanding anything to the contrary contained herein, the Concessionaire shall comply with such revenue control procedures as may be established from time to time by the Department.

ANNUAL AUDIT: Within ninety (90) days of each anniversary of the Effective Date of 3.11 the Agreement and within sixty days following termination of the Agreement, the Concessionaire shall, at its sole cost and expense, provide to the Department on an annual basis, an audited report of Monthly Gross Revenues, and Percentage Fees separately stating DBE revenues and expenses, containing an opinion, prepared and attested to by an independent certified public accounting firm, licensed in the State of Florida. audited report, as detailed in Exhibit G "Audit Report", shall include a schedule of Monthly Gross Revenues and Percentage Fees paid to the County under the Agreement, prepared in accordance with Generally Accepted Auditing Standards. The report shall also be accompanied by a management letter, which will contain the findings discovered during the course of the examination, such as recommendations to improve accounting procedures, revenue and internal controls, as well as significant matters under the In addition, the audit shall also include comprehensive compliance Agreement. procedures to determine whether the books of accounts, records and reports were kept in accordance with the terms of the Agreement for the period of examination and submit such reports in a separate letter. Each audit and examination shall cover the period of the Agreement. The last such report shall include the last day of operations. There shall be no changes in the scope of the reports and letters required hereunder without the specific prior written approval of the Department.

If such schedules indicate that the Percentage Fees for such Agreement Period have been underpaid, then the Concessionaire shall submit payment thereof to the Department at the Finance Office, the statements required under this section, together with interest on any underpaid Percentage Fees at the rate set forth in Section 3.07 "Late Payment" from the date such fees or charges should have been paid.

3.12 **RIGHT TO AUDIT/INSPECT:** The Department and the auditors of the County shall have the right, without limitation, at any time during normal working hours, to enter into any Premises, on or off the Airport, which the Concessionaire may use as administrative, maintenance and operational facilities, in connection with its operations pursuant to the Agreement, to: (1) verify, check and record data used in connection with operation of the Agreement; (2) inspect, review, verify and check all or any portion(s) of the procedures of the Concessionaire for recording or compiling Gross Revenues information and (3) audit, check, inspect and review all books of account, records, financial reports, financial statements, operating statements, inventory records, and State sales tax returns, and work papers relating to the operation of the Agreement, and other pertinent information as may be determined to be needed or desirable by the Department.

The Department shall further have the right, upon reasonable written notice to Concessionaire at the sole cost of Department except as specified below, to examine or designate a representative to examine the books and records of Concessionaire which relate to its operations on the Premises to determine the correctness of the Percentage Fees paid by Concessionaire to Department for any or all of the Agreement Periods immediately preceding such examination. If, as a result of such examination, it is established that the Percentage Fees for any Agreement Period have been underpaid to Department, Concessionaire shall forthwith, upon written demand from the Department, pay the difference to Department, together with interest thereon at the rate set forth in Section 3.07 "Late Payment" from the date such amount or amounts should have been paid.

Further, if such examination establishes that Concessionaire has underpaid Percentage Fees for any Agreement Period by three percent (3%) or more, then the entire expense of such examination shall be borne by Concessionaire.

In the event of any conflict between any provisions of the Agreement and generally accepted accounting principles or generally accepted auditing standards, the provisions of the Agreement shall control even where the Agreement references such principles or standards. In particular, without limitation, Concessionaire shall maintain all records required under the Agreement to the full extent required hereunder, even if some or all of such records would not be required under such general principals or standards.

3.13 RECORDS AND REPORTS: The Concessionaire shall, at all times during the term hereof, maintain at the Premises or at an office in Miami-Dade County, Florida, complete and accurate books and records of all receipts and disbursements from its operations, in a form consistent with good accounting practice, and cause to be installed for use at all times in the prepaid phone card vending machines such devices and forms as are reasonably necessary to record properly, accurately and completely all Concessionaire's merchandise sales and services from the prepaid phone card vending machines. The form of all such books of account records and reports shall be subject to the approval of the Department and/or the Auditors of the County (one or more of the following: the designated external auditing firm or other certified public accounting firm selected by the Department, the Audit and Management Services Department of the County or Auditors of the State of Florida) prior to commencement of operations hereunder.

The Concessionaire shall account for all revenues of any nature related to transactions in connection with the Agreement in a manner which segregates in detail those transactions from other transactions of Concessionaire and which supports the amounts reported to the Department in Concessionaire's monthly schedules. At a minimum, the Concessionaire's accounting for such receipts shall include the following:

- 1. Concessionaire's bank account statements (separate bank accounts shall be maintained for receipts from operations on the Premises and no receipts from any other source shall be deposited in such accounts);
- 2. A compiled report of transactions by Locations showing all Gross Revenues and all exclusions from Gross Revenues by category (as set forth in Article 3.04 "Gross Revenues"), which report shall be subtotaled by day and totaled by month. The monthly total shall correspond with the amounts reported to Department on Concessionaire's monthly "Revenue Reports", and
- 3. Such other records, if any, which would normally be examined by an independent certified public accountant in performing an examination of Concessionaire's Gross Revenues in accordance with generally accepted auditing standards and the provisions of the Agreement.
  - Such records may be in the form of (a) electronic media compatible with the computers available to the Department, or (b) a computer run hard copy. The Department may require other records necessary in its determination to enable the accurate audit of Concessionaire's Gross Revenues hereunder. Upon five (5) business days written notice from the Department, all such books and records, including the general ledger and bank statements and all federal, state and local tax returns relating to Concessionaire's sales, shall be made available, at the offices of the Department, for inspection by Department through its duly authorized representatives, at any time, for up to three (3) years subsequent to final termination of the Agreement Period to which such books and records relate (and Concessionaire shall not be obligated to retain such books and records subsequent to the termination of such three (3) year period).
- 3.14 <u>ADDITIONAL REPORTS</u>: The Successful Bidder will be required to provide electronic record of all transactions by location, by machine, for accounting and auditing purposes. The Prepaid Phone Card Vending Machines must generate printed revenue reports as requested by the Department. The manufacturer of the vending machine must provide a certificate verifying that the revenue mechanism creating the reports is tamperproof.

Any evidence of tampering may lead to termination of the Agreement. Only a certified company technician may have access to the accounting system and must notify the Department before servicing or repairing any part of the machine that produces access to the accounting system. A copy of transaction report or similar information will need to be submitted with the concessionaires' monthly payment for verification. The Department will

have the right to inspect the prepaid phone card vending machines and to audit the concessionaire at any time.

- 3.15 <u>ADDITIONAL SUMS DUE</u>: Department has paid any sum or has incurred any obligation or expense for Concessionaire agreed to pay or reimburse Department, or if Department is required or elects to pay any sum or incur any obligation or expense because of the failure, neglect or refusal of Concessionaire to perform or fulfill any of the terms or conditions of the Agreement, then the same shall be deemed additional fees due.
- 3.16 UTILITIES: The cost of all utilities used or consumed at the locations shall be borne by the Concessionaire. Unless the Locations are provided with separate electric meters, the Concessionaire agrees to pay for such utilities in the Locations as a monthly charge upon billing by the Department, or utility companies. If billed by the Department, the Department at its sole discretion, will base this monthly charge on (i) a survey of consumption by the Department and current non-discriminatory rates charged others in the Terminal Building or (ii) at the option and expense of the Concessionaire on actual usage measured by temporary meters, arranged and paid for by the Concessionaire. This monthly charge may also be adjusted on a non-discriminatory basis and billed retroactively from time to time based on changes in consumption and rates. Concessionaire hereby agrees to pay the same within thirty days after it has received Department's invoice thereof. The County shall have no obligation to provide utilities to the Locations listed in Section 1.04 and depicted on Exhibit A, "Phone Card Locations" dated December 1, 2001.
- 3.17 NO NEGOTIATIONS: The Concessionaire understands and agrees, as a condition precedent to the County's consideration of the bid, that the terms and conditions of Section 3.01 "Minimum Annual Guarantee", and Section 3.02 "Percentage Fee to the County" are not subject to negotiation or adjustment for any reason, including, but not necessarily limited to, airport construction, airline relocation, airline bankruptcies, change in airline service, and the like, nor shall the County be liable for any reduction in sales or disruptions or delays caused in whole or in part by any of the foregoing, except in the event of an act of God, at any time during the term of the Agreement, including any extensions.
- 3.18 <u>OTHER REPORTS</u>: The Concessionaire shall provide the Department with financial data and operating statistics in a format and frequency specified by the Department.

#### ARTICLE 4 – STANDARDS OF SERVICE

**4.01 OPERATING REQUIREMENTS:** In addition to the requirements established in **Exhibit D** "Standards of Operation", the Concessionaire must comply with all operating requirements as set by the Aviation Department. The Operating Requirements may be changed from time to time in order to maintain an appropriate business environment.

#### **Pricing Denominations:**

The Successful Bidder will provide customers with either a \$10 prepaid phone card and/or a \$20 prepaid phone card. No other denominations will be approved by the Department. The \$10 card must allow, on average, a minimum of one (1) U.S. call of 35 minutes (\$.29/minute), or one (1) international call of 12 minutes (\$.83/minute). The \$20 prepaid phone card must allow, on average, a minimum of one (1) U.S. call of 80 minutes (\$.25/minute), or one (1) international call of 28 minutes (\$.71/minute). Price increases other than those created by increases by Federal, State and local taxes, must have prior approval, in writing, by the Department. Prices will be checked periodically to assure compliance with this requirement. Failure to comply with this requirement may result in default.

#### 4.02 MANAGEMENT AND PERSONNEL:

#### A. PERSONNEL

- 1) <u>Personnel</u>: The Concessionaire shall maintain a full time professional staff during the term of the Agreement of sufficient size, expertise and experience to manage the operations.
- 2) General Manager: Without limiting the generality of Paragraph A of this section, the Concessionaire shall designate a General Manager experienced in management and supervision who has sufficient authority and responsibility to administer and manage the operations. The General Manager shall be available during the hours of 8:00AM and 10:00PM, Monday through Friday. In those cases where the General Manager is scheduled to be absent from the post for a period greater than (48) forty-eight hours, a substitute General Manager must be appointed from the existing staff, and the Department notified in writing.
- 3) Management Responsibilities: In its capacity as the Concessionaire under the Agreement, and not as an agent of the Department, Concessionaire shall manage the Locations in accordance with the Agreement, in furtherance of which Concessionaire shall, among other things, (i) visit each Location daily to monitor compliance with the Agreement; (ii) use reasonable efforts to remedy problems and issues raised by Airport patrons with respect to the operation of the prepaid phone card machines, answer in writing all written customer complaints within ten (10) calendar days after receipt thereof and furnish a copy of the complaint and said answer to the Department within said ten day period; and (iii) promptly furnish the Department with copies of all written notices received by Concessionaire from any governmental authority with respect to the Locations.

#### **B) TRAINING**

The Concessionaire shall submit a copy of its employee customer Service Training Program within 30 calendar days of the Effective Date of the Agreement. In addition, the Concessionaire shall annually hereafter establish a training program for its employees and shall submit a summary report of the training areas covered and number of participants in the following areas:

Fluctuations in customer activity
Early morning/late evening activity
Customer service
Greeting customers
Answering questions
Handling complaints
Establishing priorities
Handling emergencies
Product knowledge
Prices
Warranties/guarantees
Conducting and reporting transactions
Attire/appearance standards

#### C) STAFFING

The Concessionaire shall ensure that passengers are provided the highest level of customer service. Adequate staffing levels must be maintained at all times. Peak passenger activity, the nature of the operation, and customers' needs shall be taken into account in determining these staffing levels.

#### D) CUSTOMER SERVICE

The Successful Bidder will be required to display on the prepaid phone card vending machine, a company 1-800 phone number, operational 24 hours, seven days a week, to answer questions, resolve complaints, issue refunds and/or provide additional cards. This service is in addition to the 1-800 phone number on the card for the long distance carrier. Answering services and/or answering machines are not permitted in the Lease and Concession Agreement. The Successful Bidder must contract with a current on-site vendor or vendors so as to provide immediate refunds to customer. Locations for refund must be clearly posted on each machine.

#### **ARTICLE 5 – SERVICES**

#### **DEPARTMENT SERVICES:**

A. Department's Maintenance Obligation: The Department shall clean, maintain and operate in good condition the Terminal Building, not including the concessionaire's Locations. This obligation includes, but is not limited to, structural and system repairs, maintenance of main electrical and mechanical systems, maintenance of walls and ceilings, and repair/maintenance of the roof. The Department shall maintain the public areas in the Terminal Building furnished and will provide adequate light, cold water and conditioned air. The Department agrees to make all necessary structural repairs to the Locations, at its own expense; provided, however, that for purposes of the Agreement such structural repairs shall not include any repairs to any equipment installed by Concessionaire, and further provided that

Concessionaire shall reimburse Department, within ten (10) calendar days of receipt of written demand for such reimbursement, for the cost and expense of all structural repairs required as a result of the negligent or intentional acts of Concessionaire, its officers, partners, employees, agents, contractors, subcontractors, licensees or invitees. Concessionaire shall give the Department written notice describing any repair, which is the responsibility of the Department and the repair process shall be commenced by the Department promptly after its receipt of such written notice if the Department agrees that such repair is required and is the Department's responsibility hereunder.

All new services, extensions, and/or relocations of existing utilities in order to properly meet the concessionaires operational needs shall meet all code requirements and such services, extensions and/or relocations shall be provided by the concessionaire, at the concessionaires expense.

The Concessionaire must ascertain the extent of the existing utility capacities, before designing any new loads to be connected to existing systems and piping.

- B. No Other Obligation of Department: The Concessionaire acknowledges that the Department has made no representations or warranties concerning the suitability of the Locations for the Concessionaire's use or for any other use, and that except as expressly provided in the Agreement, the Department shall have no obligations whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Locations or the prepaid phone card vending machines.
  - 1. Concessionaire hereby confirms that it has made its own investigation of all the costs of doing business under the Agreement, including the costs of installing and permitting electrical outlets and equipment needed to operate from the Locations hereunder, that it has done its own projections of the volume of business it expects to generate in operating from the Locations hereunder, that it is relying on its own business judgment concerning its prospects for operating on the Locations under the Agreement on a profitable basis, and that Department has not made any representations or warranties with respect to any such matters.
  - 2. The Department does not warrant the accuracy of any statistics or projections relating to the Airport and its operations, which have been provided to Concessionaire by the Department or anyone on its behalf and the Department shall not be responsible for any inaccuracies in such statistics or their interpretation.
  - 3. All statements contained in the Agreement or otherwise made by Department or anyone on its behalf concerning any measurement relating to the Locations or any other area of the Airport are approximate only, and any inaccuracy in such statements of measurements shall not give rise to any claim by Concessionaire under or in connection with the Agreement.

4. The Department shall not be liable to Concessionaire for any loss of business or damages sustained by Concessionaire as a result of any change in the operation or configuration of, or any change in any procedure governing the use of, the construction improvements of the Terminal Building,

#### **ARTICLE 6-EQUIPMENT**

- **EQUIPMENT:** Any equipment installed in the Locations by the Concessionaire must be approved in advance by the Department and comply with the requirements in **Exhibit C**. Any such equipment installed by the Concessionaire as personal property of the Concessionaire, shall, except as provided in Section 6.03(B) "Disposal of Equipment, Furnishings and Fixtures", be removed from the Locations upon the termination or expiration of the Agreement, in accordance with Sections 6.03 "Disposal of Equipment, Furnishings and Fixtures", and 16.02 "Removal of Personal Property".
- will be responsible, at its cost, for ensuring that the Locations and the prepaid phone card vending machines, and all functions it performs therein as part of the Concession, conform in all respects to the requirements of the Americans with Disabilities Act (the "ADA"), including without limitation, the accessibility guidelines promulgated pursuant thereto. The ADA imposes obligation on both public entities, like the Department and those private entities that offer services for the convenience of users of the public entities' facilities. In some circumstances, the public entity must ensure that the operations of the private entity comply with the public entity's ADA obligations. In most cases the ADA obligations of the Department and the Concessionaire will be the same. However, the Department reserves the right to require the Concessionaire to modify its operations or its physical facilities to comply with the Department's ADA obligations with respect to the Concession, as the Department in its sole discretion deems reasonably necessary.
- 6.03 <u>DISPOSAL OF EQUIPMENT</u>: At least 30 calendar days prior to the expiration of the Agreement, or upon termination or cancellation by mutual agreement or pursuant to Articles 11 "Termination by County" or Article 12 "Claims and Termination by Concessionaire" hereof, the County shall exercise, at its sole discretion, one of the following options as to any equipment installed in the Locations by the Concessionaire:
  - (A) Require the Concessionaire to remove such equipment from the Premises; or
  - (B) Retain any portion of the equipment of the Concessionaire (personal property") provided however, the County shall have no right to use or display any proprietary signs or logos (e.g. brand names owned by, or licensed or franchised to Concessionaire).

#### ARTICLE 7 – MAINTENANCE AND UTILITIES

**7.01** CLEANING: The Concessionaire shall, at its cost and expense, keep the Locations and prepaid phone card machines clean, neat, orderly, sanitary and presentable at all times. If the Locations and/or the prepaid phone card machines are not kept clean in the opinion of

the Department, the Concessionaire will be so advised and shall take immediate corrective action.

7.02 REMOVAL OF TRASH: The Concessionaire shall at its cost and expense remove from the Locations and properly dispose of in Department provided containers, all trash and refuse of any nature whatsoever which might accumulate and arise from the operations hereunder. If Concessionaire enters into agreements for the janitorial and trash removal service within the Premises, such service providers must have permits issued by the Department to do business on County property. Trash shall not be stored in any area visible to the public.

The Department reserves the right to back charge the concessionaire for waste disposal, either indirectly through rental rates or directly by a Department generated bill for actual usage.

- 7.03 MAINTENANCE AND REPAIR: The Concessionaire shall maintain and repair the Locations. Such maintenance and repairs shall include, but not be limited to, painting wall, painting columns, and repair floors, which repairs shall be in quality and class equal to or better than the original work to preserve the same in good order and condition. Maintenance for all prepaid phone card machines furnished by the Concessionaire specifically as a result of their operation shall remain with the Concessionaire. The Concessionaire shall repair, at or before the end of the term of the Agreement, all injury done by the installation or removal of the prepaid phone card machines and/or any other personal property so as to restore the Locations to the state they were at the commencement of the Agreement, reasonable wear and tear excluded. Department may, at any time without notice, examine the Locations to determine if maintenance is being performed satisfactorily. If it is determined that said maintenance is not satisfactory, the Department shall so notify Concessionaire in writing. If said maintenance is not performed by Concessionaire to the satisfaction of the Department within seven (7) days after receipt of such written notice, Department shall have the right to perform such maintenance.
- **7.04 FAILURE TO MAINTAIN:** Upon failure of the Concessionaire to maintain the Locations as provided in this Article 7, the Department may perform all cleaning, maintenance and repairs which may be necessary and the cost thereof plus 25% for administrative costs, shall be billed to and paid by the Concessionaire.

Failure to pay said costs upon billing by the Department will cause the Agreement to be in default as stated in Section 11.02.

#### ARTICLE 8 - ASSIGNMENT AND OWNERSHIP

**8.01 NO ASSIGNMENT:** The Concessionaire shall not assign, transfer, pledge or otherwise encumber the Agreement nor shall the Concessionaire allow others to use the Locations, without the prior written consent of the Department.

- **8.02 OWNERSHIP OF THE CONCESSIONAIRE:** Since the ownership, control, and experience of the Concessionaire were material considerations to the County in the award of this concession and the entering into of the Agreement, the Concessionaire shall take no actions which shall serve to transfer or, sell majority ownership, change the management, or control of the business entity of the Concessionaire without the prior written consent of the Department.
- 8.03 CHANGE OF CONTROL: If Concessionaire is a corporation the issuance or sale, transfer or other disposition of a sufficient number of shares of stock in the Concessionaire to result in a change of control of Concessionaire shall be deemed an assignment of the Agreement for purposes of this Article 8. If the Concessionaire is a partnership, transfer of any interest in the partnership, which results in a change in control of such Concessionaire, shall be deemed an assignment of the Agreement for purposes of this Article 8.

#### **ARTICLE 9 – INDEMNIFICATION**

INDEMNIFICATION: The Concessionaire shall indemnify and hold harmless the County and its officers, employees, agents and instrumentatilities from any and all liability, losses or damages, including attorney's fees and cost of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the contractor or its employees, agents, servants, partners, or principles. The Concessionaire shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Concessionaire expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by Contractors shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

#### ARTICLE 10 – INSURANCE

INSURANCE REQUIRED OF CONCESSIONAIRE: Prior to execution of the Agreement by the County and commencement of the Agreement, the Concessionaire shall obtain all insurance required under this Section and submit it to Miami-Dade Aviation Department, c/o Safety and Insurance Office, P.O. Box 59-2075, Miami, Florida 33159-2075 for approval. All insurance shall be maintained throughout the term of the Agreement.

(A) <u>Public Liability Insurance</u> on a comprehensive basis, including contractual liability, products, and completed operations, in an amount not less than \$300,000 combined

single limit, per occurrence for bodily injury and property damage. Miami Dade County must be an Additional Insured with respect to this coverage.

**(B)** <u>Automobile Liability Insurance</u> coverage on all owned, non-owned and hired vehicles used in connection with the Agreement in amounts not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in the standard liability manuals, which most nearly reflect the operations of the Concessionaire in the Agreement. All insurance policies required herein shall be issued by companies authorized to do business under the Laws of the State of Florida. The companies must be rated no less than "B" as to management, and no less than "V" as to strength in accordance with the latest edition of "Best 's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent as approved by Miami-Dade County Risk Management Division.

Prior to the commencement of operations hereunder, and annually thereafter, the Concessionaire shall furnish certificates of insurance to Miami-Dade Aviation Department, Risk Management, which certificates shall clearly indicate: (1) that the Concessionaire has obtained insurance in the type, amount and classifications as required for strict compliance with this Section; (2) that any material change or cancellation of the insurance shall not be effective without thirty days prior written notice to the County; and (3) that Miami-Dade County is named as an Additional Insured with respect to the Public Liability coverage.

The County reserves the right to require the Concessionaire to provide such reasonably amended insurance coverage as it deems necessary or desirable upon issuance of notice in writing to the Concessionaire, which notice shall automatically amend this Agreement effective thirty days after such notice.

Compliance with the foregoing requirements shall not relieve the Concessionaire of its liability under any other portion of this Agreement.

#### **ARTICLE 11 – TERMINATION BY COUNTY**

- 11.01 <u>TERMINATION FOR ABANDONMENT</u>: The Agreement shall be automatically terminated in its entirety upon the abandonment by the Concessionaire of the Locations or the voluntary discontinuance of operations at the Airport for any period of time exceeding 24 hours, unless such abandonment or discontinuance has been caused by civil disturbance, governmental order or Act of God that prevents the Concessionaire's use of the Locations for the purposes authorized in Article 2.
- 11.02 <u>PAYMENT DEFAULT</u>: Failure of the Concessionaire to make MAG payments and, fees and charges required to be paid herein when due shall constitute a default, and the County may, at its option, terminate the Agreement after five (5) calendar days notice in writing to the Concessionaire unless the default be cured within the notice period.

- 11.03 OTHER DEFAULTS: The County shall have the right, upon thirty (30) calendar days written notice to the Concessionaire to terminate the Agreement upon the occurrence of any one or more of the following unless the same shall have been corrected within such period:
  - (A) Failure of the Concessionaire to comply with covenants of the Agreement other than those that constitute default pursuant to Section11.02 "Payment Default".
  - (B) The conduct of any business, the performance of any service, or the merchandising of any product or service not specifically authorized herein.

#### ARTICLE 12 - CLAIMS AND TERMINATION BY CONCESSIONAIRE

- 12.01 ADMINISTRATIVE CLAIM PROCEDURES: If the Concessionaire has any claim against the County arising under the Agreement, it will be made in writing within ten (10) days of the occurrence of the event to the Aviation Director. The exact nature of the claim, including sufficient detail to identify the basis for the claim and the amount of the claim shall be clearly stated. The dispute will be decided by the Aviation Director (or his designee), who will mail or otherwise furnish a written copy of the decision to the Concessionaire at the address furnished in Section 18.08 "Notices". The decision of the Aviation Director will be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Concessionaire mails or otherwise furnishes to the County a written appeal addressed to the County Manager. The decision of the County Manager, or his duly authorized representative for the determination of such appeals, will be final and conclusive unless within thirty (30) days of the Concessionaire's receipt of such decision, the Concessionaire files an action in a court of competent jurisdiction. In connection with any appeal proceeding under this provision, the Concessionaire shall be afforded an opportunity to be heard and to offer other evidence in support of the appeal. Pending final decision of a dispute hereunder, the Concessionaire shall proceed diligently with the performance of the concession Agreement and in accordance with the County's decision. Failure to perform in accordance with the decision of the Aviation Director or the County Manager shall be cause for termination of the Agreement in accordance with Section 11.03 "Other Defaults". The failure of the Concessionaire to comply with this administrative claim procedure shall be cause for a waiver of claim and an abandonment of any claim arising out of the event.
- **12.02 TERMINATION:** The Concessionaire shall have the right, upon thirty (30) calendar days written notice to the County to terminate the Agreement, without liability to the County, at any time after the occurrence of one or more of the following events:
  - (A) Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Airport for airport purposes, and the remaining in force of said injunction for a period of more than ninety calendar days.
  - (B) A breach by the County of any of the material terms, covenants or conditions contained in the Agreement required to be kept by the County and failure of the

- County to remedy such breach for a period of ninety calendar days after receipt of written notice from the Concessionaire of the existence of such breach.
- (C) The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control or use of the airport Locations or any substantial part, or parts thereof, in such a manner as substantially to restrict the Concessionaire's operations for a period of ninety days.

#### ARTICLE 13 - DISADVANTAGED BUSINESS ENTERPRISES

13.01 CONTRACT MEASURE/DBE REQUIREMENTS: It is the policy of the County that DBE's shall have the maximum practical opportunity to participate in the performance of County agreements. As used in the Bid Documents, the term "Disadvantaged Business Enterprises (DBE)" means a small business concern (a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it as set forth in 49 CFR Part 23, Subpart F, Code of Federal Regulations. The County has established a DBE overall goal of twenty-one percent (21%) participation for certified DBE's, in connection with this Invitation to Bid. The DBE overall goal of twenty-one percent (21%) can be achieved either through the Concessionaire being a DBE itself, a partnership or joint venture, or subleasing a percentage of gross revenues. The Disadvantaged Business Enterprise (DBE) Plan must be submitted with the Bids in accordance with Appendix C, Section II and its supporting documents. The Concessionaire will be required to submit to the Department's Minority Affairs Division, Monthly Utilization Reports (MUR) reflecting DBE revenue and operational expenses, commencing 90 days after beneficial occupancy and monthly thereafter, on or before the 10<sup>th</sup> of every month.

# 13.02 <u>DBE GOAL ACHIEVED THROUGH JOINT VENTURE ("JV") PARTNERING:</u> Concessionaire's may decide to satisfy a part of the DBE goal by Joint Venturing with a DBE. The DBE partner must meet the eligibility standards set forth in 49 CFR Part 23, Subpart F.

A "joint venture" or ("JV") shall mean and may be referred to as an "association" of two or more businesses acting as a concessionaire and performing or providing services on a contract, in which each joint venture or association partner combines property,

The joint venture agreement must specify the following:

(1) Each DBE joint venture ("JV") partner must be responsible for a clearly defined portion of the work to be performed. The work should be detailed separately from the work performed by the non-DBE JV partner.

- (2) Each DBE partner must share in the ownership, control, management, and administrative responsibilities, risks and profits of the JV in direct proportion to its stated level of JV participation.
- (3) Each DBE JV partner must perform work that is commensurate with the Lease Agreement.

As described below, each Concessionaire must submit, as part of its Bid, a plan for the achievement of the DBE goal, including Schedule of Participation and the Letter of Intent from Certified DBE's as required by Disadvantaged Business Enterprise Participation Plan (DBE).

Without limiting the requirements of the Agreement, the County will have the right to review and approve all sublease agreements utilized for the achievement of these goals. Such sublease agreements must be submitted with the bid.

13.03 <u>CERTIFICATION-DISADVANTAGED BUSINESS ENTERPRISE (DBE)</u>: In order to participate as a DBE on this contract, a DBE must be certified by the Miami-Dade County Department of Business Development (DBD) prior to submittal of bid, and have a valid certification from the Department of Business Development (DBD) at the time of Bid submittal.

Application for certification as a DBE may be obtained by contacting the Miami-Dade County Department of Business Development (DBD) located at 175 NW 1<sup>st</sup> Avenue, Courthouse Center, 28<sup>th</sup> floor, Miami Florida 33128 or by telephone at (305) 349-5960 or facsimile at (305) 349-5915, or visit their website at <a href="www.co.miami-dade.fl.us/DBD/">www.co.miami-dade.fl.us/DBD/</a>.

The DBE Certification List is maintained and published at least every other week by the Department of Business Development (DBD) and contains the names and addresses of currently certified Disadvantaged Business Enterprise (DBEs) certified by them.

13.04 AFFIRMATIVE ACTION AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAMS: The Concessionaire acknowledges that the provisions of 14 CFR Part 152, Affirmative Action Employment Programs, and 49 CFR Part 23, Subpart F, Disadvantaged Business Enterprise Programs, are applicable to the activities of the Concessionaire under the terms of the Agreement, unless exempted by said regulations, and hereby agrees to comply with all requirements of the Department, the Federal Aviation Administration and the U.S. Department of Transportation.

These requirements may include, but not be limited to, the compliance with Disadvantaged Business Enterprise and/or Employment Affirmative Action participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if directed by the Department, the contracting of specified percentages of goods and services contracts to Disadvantaged Business Enterprises. In the event it has been determined, in accordance with applicable regulations, that the Concessionaire has defaulted in the requirement to comply with the provisions of this section and fails to

comply with the sanctions and/or remedies then prescribed, the County shall have the right, upon written notice to the Concessionaire, to terminate this Agreement, pursuant to Default language referenced in the Agreement.

The Agreement is subject to the requirements of the U.S. Department of Transportation's Regulations, 49 CFR Part 23, Subpart F. The Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any lease and concession agreement covered by 49 CFR Part 23, Subpart F.

The Concessionaire agrees to include the above statements in any subsequent lease and concession agreements.

13.05 <u>DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN</u>: The Concessionaire shall contract with those firm(s) as listed on the Concessionaire's DBE Participation Plan in the Bid documents and approved by the Department, and shall hereafter neither (i) terminate such DBE firm(s), nor (ii) reduce the scope of the work to be performed, nor (iii) decrease the percentage of participation, nor (iv) decrease the dollar amount of participation by the DBE firm(s) without the prior written authorization of the Department.

The County shall monitor the compliance of the Concessionaire with the requirements of this provision during the term of this agreement. The County shall have access to the records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records, records of expenditures, contracts between the Concessionaire and the DBE Participant, and other records pertaining to the DBE Participation Plan.

If at any time the County has reason to believe that the Concessionaires are in violation of this provision, the County may, in addition to pursuing any other available legal remedy, impose sanctions which may include, but are not limited to, the termination or cancellation of the agreement in whole or in part, unless the Concessionaire demonstrates, within a reasonable time, its compliance with the terms of this provision. No such sanction shall be imposed by the County upon the Concessionaire except pursuant to a hearing conducted by the MDAD Compliance Monitor and/or Director.

#### **ARTICLE 14- RULES, REGULATIONS AND PERMITS**

14.01 RULES AND REGULATIONS: The Concessionaire shall comply, with the Ordinances of the County including the Rules and Regulations of the Department, Chapter 25, Code of Miami-Dade County, Florida, as the same may be amended from time to time, Operational Directives issued hereunder, all additional laws, statutes, ordinances, regulations and rules of the Federal, State and County Governments, and any and all plans and programs developed in compliance therewith, and any County Administrative orders and resolutions of the Board of County Commissioners which may be applicable to its operations or activities under the Agreement.

- VIOLATIONS OF RULES AND REGULATIONS: The Concessionaire agrees to pay, on behalf of the County any penalty assessment or fine issued against the County, or to defend in the name of the County any claim assessment or civil action, which may be presented or initiated by any agency or officer of the Federal, State or County governments based in whole or substantial part upon a claim or allegation that the Concessionaire, its agents, employees or invitee, have violated any law, ordinance, regulation or rule described in Section 14.01 "Rules and Regulations" or any plan or program developed in compliance therewith. The Concessionaire further agrees that the substance of Sections 14.02 "Violations of Rules and Regulations" and 14.01 "Rules and Regulations" shall be included in every contract and other agreements, which the Concessionaire may enter into related to its operations and activities under the Agreement and that any such contract and other agreement shall specifically provide that "Miami-Dade County, Florida is a third party beneficiary, of this and related provisions." This provision shall not constitute a waiver of any other conditions of the Agreement prohibiting or limiting assignments, subletting or subleasing.
- **14.03 PERMITS AND LICENSES:** The Concessionaire shall obtain, pay for, and maintain on a current basis all permits and licenses as required for its operations hereunder.

#### **ARTICLE 15 – GOVERNING LAWS**

- **GOVERNING LAW; VENUE:** The Agreement shall be governed and construed in accordance with the laws of the State of Florida. The venue of any action on the Agreement shall be laid in Miami-Dade County, Florida and any action to determine the rights or obligations of the parties hereto shall be brought in the courts of the State of Florida.
- 15.02 REGISTERED OFFICE/AGENT JURISDICTION: The Concessionaire, if a corporation, shall designate a registered office and a registered agent, as required by Section 48.091, Florida Statutes, such designations to be filed with the Florida Department of State in accordance with Section 607.034, Florida Statutes. If the Concessionaire is a natural person, he and his personal representative hereby submit themselves to the jurisdiction of the Courts of this State for any cause of action based in whole or in part on the alleged breach of the Agreement.

#### ARTICLE 16 – ACTIONS AT TERMINATION

- **SURRENDER OF LOCATIONS:** On or before the termination date of the Agreement, whether by lapse of time or otherwise the Concessionaire shall vacate, quit and surrender the Locations in as good order and condition as the Locations were upon occupancy, reasonable and normal wear and tear excepted.
- **16.02 REMOVAL OF PERSONAL PROPERTY:** On or before the expiration date of the Agreement, except in instances of termination pursuant to Section 11.01 "Termination for

Abandonment" in which event the Concessionaire shall be allowed up to five (5) calendar days, and provided that the Concessionaire is current in all the payments required pursuant to the Agreement, the Concessionaire shall remove all of its personal property from the Locations hereunder unless the County has exercised its option to acquire same. Any personal property of the Concessionaire not removed in accordance with this Section may be removed by the Department for storage at the cost of the Concessionaire. Failure on the part of the Concessionaire to reclaim its personal property within thirty (30) days from the date of termination shall constitute a gratuitous transfer of title thereof to the County for whatever use and disposition is deemed to be in the best interests of the County.

- **16.03 FAILURE TO VACATE:** In the event the Concessionaire shall refuse or fail to give up, vacate, quit and surrender possession of the Locations hereunder, as provided for herein, it shall be liable for any remedies as provided for in Section 83.06, Florida Statutes.
- **16.04 RIGHT TO SHOW LOCATIONS:** At any time after the Concessionaire has been given notice of termination or default, pursuant to Article 11 hereof, the County shall have the right to enter the Locations.

#### ARTICLE 17 - TRUST AGREEMENT AND BOND RESOLUTION

- INCORPORATION OF TRUST AGREEMENT AND MASTER RESOLUTION BY REFERENCE: Notwithstanding any of the terms, provisions and conditions of the Agreement, it is understood and agreed by the parties hereto that the provisions of the Trust Agreement, dated as of the 1<sup>st</sup> day of October, 1954, as amended, by and between the County and the Chase Manhattan Bank (now the Chase Manhattan Bank, National Association), as Trustee, and the First National Bank of Miami (now First Union National Bank, N.A.), as Co-Trustee, and Resolution No. 1654-84 the "Master Resolution" adopted by the County on December 4, 1984, securing Miami-Dade Aviation Facilities Revenue Bonds, which Trust Agreement and Master Resolution are incorporated herein by reference, shall prevail and govern in the event of any inconsistency with or ambiguity relating to the terms and conditions of the Agreement, including the rents, fees or charges required herein, and their modification or adjustment. Copies of the Trust Agreement and Master Resolutions may be examined by the Concessionaire at the offices of the Department during normal working hours.
- 17.02 ADJUSTMENT OF TERMS AND CONDITIONS: If at any time during the term of the Agreement, a court of competent jurisdiction shall determine that any of the terms and conditions of the Agreement, including the minimum annual guarantee, rentals, fees and charges required to be paid hereunder to the County by the Concessionaire or by other Concessionaires under other agreements of the County for the lease or use of Locations used for similar purposes, are unjustly discriminatory, the County, shall have the right to modify such terms and conditions and to increase or otherwise adjust the minimum annual guarantee, rentals fees and charges required to be paid under the Agreement in such a manner as the County shall determine is necessary and reasonable so that like

terms and conditions and the rentals fees and charges payable by the Concessionaire and others shall not thereafter be unjustly, discriminatory to any user of like Locations and shall not result in any Violation of the Trust Agreement and/or Master Resolution or in any deficiency in revenues necessary to comply, with the covenants of the Trust Agreement. In the event the County has modified the terms and conditions of the Agreement, including any adjustment of the rentals, fees and charges required to be paid to the County, pursuant to this provision, the Agreement shall be amended to incorporate such modification of the terms and conditions, upon the issuance of written notice from the Department to the Concessionaire.

17.03 CONCESSIONAIRE'S RIGHT TO TERMINATE: In the event the terms and conditions of the Agreement, including the minimum annual guarantee, fees and charges payable hereunder, have been substantially modified pursuant to Section 17.02 "Adjustment of Terms and Conditions" above, the Concessionaire, at any time within one year following the effective date of such modification, may terminate the Agreement by giving not less than 180 days written notice to the County, without liability by either party to the other.

#### ARTICLE 18 – OTHER PROVISIONS

- 18.01 PAYMENT OF TAXES: The Concessionaire shall pay all taxes lawfully assessed against its interests in the Locations and its operations hereunder, provided however, that the Concessionaire shall not be deemed to be in default of its obligations under the Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute default, pursuant to Section 11.03 "Other Defaults" hereof.
- **18.02 ALTERATIONS BY CONCESSIONAIRE:** The Concessionaire shall not alter or modify the Locations, without first obtaining written approval from the Department.
- **18.03 RIGHTS TO BE EXERCISED BY DEPARTMENT:** Wherever in the Agreement rights are reserved to the County, such rights may be exercised by the Department.
- 18.04 ADMINISTRATIVE MODIFICATIONS: It is understood and agreed to, that the Department, upon written notice to the Concessionaire, shall have the right to modify administratively and to revise Articles and the Exhibits to the Agreement, provided however that such revisions shall not have a materially adverse effect on the right of Concessionaire to be reimbursed for costs and expenses incurred on a timely basis or to receive reasonable compensation for its services hereunder or on the security of the Premises of the County. Flexibility to administratively modify the Agreement and exhibits will enable the Department to efficiently, manage and effectively administer the transition period phase of the Master Plan. Administrative modifications made by the Department should lead towards the achievement of the goals and objectives of the

program and must not deter progress or deviate from accomplishing the same in a consistent and reasonable manner.

- **SECURITY:** The Concessionaire acknowledges and accepts full responsibility for the security and protection of the Locations leased herein. The Concessionaire fully understands and acknowledges that any security measures deemed necessary by the Concessionaire for protection of said Locations shall be the sole responsibility of the Concessionaire and shall involve no cost to the County.
- **18.06 RIGHTS OF COUNTY AT AIRPORT:** The County shall have the absolute right, without limitation, to make any repairs, alterations and additions to any structures and facilities at the Airport. The County shall, in the exercise of such right, be free from any, and all liability to the Concessionaire for business damages occasioned during the making of such repairs, alterations and additions except those occasioned by the sole active negligence of the County its employees, or agents.
- 18.07 FEDERAL SUBORDINATION: The Agreement shall be subordinate to the provisions of any existing or future agreements between the County and the United States of America relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. All provisions of the Agreement shall be subordinate to the right of the United States of America to lease or otherwise assume control over the Airport, or any part thereof, during time of war or national emergency for military or naval use and any provisions of the Agreement inconsistent with the provisions of such lease to the United States of America shall be suspended.
- **18.08 NOTICES:** Any notices given under the provisions of the Agreement shall be in writing and shall be hand delivered or sent by Registered or Certified Mail, Return Receipt Requested, to:

To the County:

Director Miami-Dade Aviation Department Post Office Box 592075 Miami, Florida 33159

To the Concessionaire:

Latin American Enterprises, Inc. 2929 S.W. 3<sup>rd</sup>. Avenue, Third Floor Miami, Florida, 33129

- **18.09 SEVERABILITY:** If any provisions of the Agreement or the application thereof to either party to the Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision, and to this end, the provisions of the Agreement shall be severable.
- **18.10 RIGHTS RESERVED TO COUNTY:** All rights not specifically granted the Concessionaire by the Agreement are reserved to the County.
- **18.11 LIEN:** The County shall have a lien upon all personal property of the Concessionaire in the Locations to secure the payment to the County of any unpaid monies accruing to the County under the terms of the Agreement.
- **AUTHORIZED USES ONLY:** The Concessionaire shall not use or permit the use of the Locations or the Airport for any illegal or unauthorized purpose or for any purpose which would increase the premium rates paid by the County on or invalidate any insurance policies of the County or any policies of insurance written on behalf of the Concessionaire under the Agreement.
- 18.13 NO WAIVER: There shall be no waiver of the right of the County to demand strict performance of any of the provisions, terms and covenants of the Agreement nor shall there be any waiver of any breach, default or non-performance hereof by the Concessionaire unless such waiver is explicitly made in writing by the Department. Any previous waiver or course of dealing shall not affect the right of the County to demand strict performance of the provisions, terms and covenants of the Agreement with performance hereof by the Concessionaire.
- **18.14 RIGHT TO REGULATE:** Nothing in the Agreement shall be construed to waive or limit the governmental authority of the County, as a political subdivision of the State of Florida, to regulate the Concessionaire or its operations.
- 18.15 <u>INSPECTIONS</u>: The authorized employees and representatives of the County and of any applicable Federal or State agency having jurisdiction hereof shall have the right of access to the Locations at all reasonable times for the purposes of inspection to determine compliance with the provisions of the Agreement. The right of inspection shall impose no duty on the County to inspect and shall impart no liability on the County should it not make such inspections.
- 18.16 INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW: Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with the Agreement, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Concessionaire shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to the Agreement, for inspection and copying. The County will be responsible for the payment

of these IPSIG services, and under no circumstance shall the Concessionaire's cost/price for the Agreement be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Concessionaire, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the Concessionaire in connection with the Agreement. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the Concessionaire or third party.

18.17 MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW: According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any Contract issued, shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by the County from progress payments to the Concessionaire. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above.

18.18 RADON DISCLOSURE: In accordance with Section 404.056, Florida Statutes, the following disclosure is hereby made: "Radon Gas: Radon is a naturally occurring radioactive gas. When accumulated in a building in sufficient quantities, it may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

- 18.19 TRADEMARKS AND LICENSES: The County may from time to time, require the Concessionaire, to utilize certain patents, copyrights, trademarks, trade names, logos, computer software and other intellectual property owned by the County, in the performance of the Agreement, which patents, copyrights, trademarks, trade names, logos, computer software and intellectual property may have been created pursuant to the terms of the Agreement. Such permission, when granted, shall be evidenced by a nonexclusive license executed by, the Concessionaire and the Department, on behalf of the County granting the Concessionaire the right, license and privilege to use a specific patent, copyright, trademark, trade name, logo, computer software or other intellectual property, and the Department reserves the right to require payment of fees therefore. Failure of the parties to execute a formal license agreement shall not vest title or interest in such patent, copyright, trademark, trade name, logo computer software or intellectual property in the using party.
- **18.20 DESTRUCTION OF LOCATIONS:** In the event the Locations shall be destroyed or so damaged or injured by fire, windstorm, flood or other casualty during the life of the Agreement, the Locations or any portion thereof are rendered untenantable, the County shall have the right, but not the obligation, to render said Locations or damaged portion thereof tenantable by repairs completed within a reasonable period of time.
  - (A) Total Destruction: If the Locations are destroyed or damaged in their entirety, the Concessionaire shall be so notified in writing by the Department, and the Agreement shall be deemed terminated as of the date of the casualty, with the Concessionaire being liable only for payment of rentals on a prorata basis as to whatever portion of the Locations which were tenantable and used by the Concessionaire following the casualty. In such event the Department shall endeavor to find adequate replacement Locations for the Concessionaire in existing facilities on the Airport.
  - (B) If the damaged portion of the Locations is not rendered tenantable by the County within a reasonable period of time, and the Concessionaire shall determine that: 1) the loss of the damaged portion of the Locations shall have a materially adverse impact on the ability of the Concessionaire to utilize the Locations for the purposes described in Article 2; or 2) would require the Concessionaire to obtain other space off the Locations in order to substantially conduct the operations of the Concessionaire originally conducted within the Premises, then, in either such event, upon written notice to the County, the Concessionaire may cancel the Agreement as of a date which shall be not later than one year from the giving of such notice, if the repairs are not completed within 90 days following such written notice of intent to cancel, or if the repairs cannot be reasonably completed within such 90-day period the County has not commenced repairs within such time. In the event of cancellation, the rent for the untenantable portion of the Locations shall be paid only to the date of such fire, windstorm, flood, or other casualty. If the agreement is not cancelled following any such casualty the rent shall be abated as to the portion of the Locations rendered untenantable.

The remedies provided to Concessionaire in this Section 19.21 "Destruction of

Premises" are exclusive, and Concessionaire shall be entitled to no other remedies in the event of a complete or partial destruction of or damage to the Premises.

- **HEADINGS:** The headings of the various Articles and Sections of the Agreement, and its Table of Contents are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of the Agreement or any part or parts of the Agreement.
- **18.22 BINDING EFFECT:** The terms, conditions and covenants of the Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. This provision shall not constitute a waiver of any conditions prohibiting assignment or subletting.

#### **ARTICLE 19 - WAIVER OF CLAIMS**

Concessionaire hereby waives any and all claims it now has or may hereafter have against the County and Department, and against any member, including, without limitation, all members of the Board of County Commissioners, officers, agents or employees of each, for any loss of anticipated profits caused by any suit or proceeding attacking directly or indirectly the validity of the Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring the Agreement or any part thereof, or by any judgment or award in any suit or proceeding declaring the Agreement null and void or voidable, or delaying the same or any part thereof from being carried out. Concessionaire hereby further waives any and all claims for compensation for any and all loss or damage sustained by reason of any delay in making the Locations available to Concessionaire or by reason of any defects or deficiencies in the Locations or in the Terminal Building including any defect or deficiency in the Locations or in the Terminal Building which substantially impedes Concessionaire's ability to operate its Concession at the Locations or because of any interruption in any of the services thereto, including, but not limited to, power, telephone, heating, air conditioning or water supply systems, drainage or sewage systems, and Concessionaire hereby expressly releases the County and Department from any and all demands, claims, actions, and causes of action arising from any of such causes.

#### ARTICLE 20 - REQUIRED GENERAL AND MISCELLANEOUS PROVISIONS

#### 20.01 AGREEMENTS WITH STATE OF FLORIDA AND MIAMI-DADE COUNTY:

The Agreement shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county laws, and regulations affecting the same, and shall be subject and subordinate to the previsions of any and all existing agreements between the Department, or the State of Florida, or their boards, agencies or commissions, and to any future agreement between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county funds for the development of the Airport, or any part thereof. All provisions hereof shall be subordinate to the right of the

United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

**20.02 RIGHT TO AMEND:** In the event that the Federal Aviation Administration or its successors requires modifications or changes in the Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for improvements at the Airport, Concessionaire hereby consents to any and all such modifications and changes as may be reasonably required, as follows:

#### A. Covenants Against Discrimination:

- 1. Concessionaire on behalf of itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Locations or the Airport; (2) that in the installation of any equipment at the Airport and the furnishing or services in connection therewith, no person on the grounds or race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; (3) that Concessionaire shall operate at the Airport in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. Likewise, Concessionaire shall comply with laws of the State of Florida, prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should Concessionaire authorize another person or entity, with Department's prior written consent, to provide services or benefits in or in connection with its rights or obligations under the Agreement, Concessionaire shall obtain from such person or entity a written agreement pursuant to which such person or entity shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. Concessionaire shall furnish the original or a true copy of such agreement to Department.
- 2. Concessionaire will provide all information and reports required by said Regulations, or by directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Department or the Federal Aviation Administration to be pertinent to ascertain whether there has been compliance with said Regulations and directives. Where any information required of Concessionaire is in the exclusive possession of another who fails or refuses to furnish this information, Concessionaire shall so certify to Department or the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

- 3. In the event of a breach of any of the above nondiscrimination covenants, Department shall have the right to impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate. Such rights shall include the right to terminate the Agreement and to reenter and repossess the Locations and the improvements thereto, and hold the same as if the Agreement had never been made. The rights granted to Department by the foregoing sentence shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.
- 4. Concessionaire assures Department that no person shall be excluded on the grounds or race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Nondiscrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended from time to time. Concessionaire also assures Department that it will require its covered sub-organizations to provide assurances to the same effect and provide copies thereof to the Department.
- 5. Concessionaire further assures Department that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted at or in connection with its operations at the Premises. Concessionaire also assures Department that it will require its contractors and Sub Concessionaires to provide assurances to the same effect and ensure that such assurances are included in contracts and sub leases at all tiers which are entered into in connection with Concessionaire's operations at the Premises.
- 6. a) The Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, Subpart F. Concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F.
  - b) Concessionaire agrees to include the above statements in any subsequent concession agreements that it enters and cause those businesses to similarly include the statements in further agreements.
- 7. Department may from time to time be required by the United States Government or one or more of its agencies, to adopt additional or amended provisions including nondiscrimination provisions concerning the use and operation of the

Airport, and Concessionaire agrees that it will adopt such requirements as part of the Agreement.

- 20.03 <u>RIGHT TO MODIFY</u>: The parties hereto covenant and agree that, during the term hereof; the Agreement may be unilaterally modified by the Department, upon advice of its legal counsel, in order to conform to judicial or Federal Trade Commission rulings or opinions. This section shall not preclude Concessionaire from contesting said rulings or opinions, but Concessionaire shall abide by the unilateral change while such a challenge is pending. Except as otherwise specifically provided in the Agreement, the Agreement may not be modified except by a written instrument signed by both parties.
- 20.04 TAX EXEMPT STATUS OF DEPARTMENT REVENUE BONDS: Concessionaire agrees to comply promptly with any applicable provisions of any federal tax statute, and all regulations or other binding authority promulgated or decided thereunder, as required to permit the Department's capital expansion projects to be planned and constructed by Department with revenue bonds the interest on which is generally exempt from federal income taxation, other than any applicable individual or corporate alternative minimum taxes (and other than during any period while such revenue bonds are held by a "substantial user" of the projects financed by such revenue bonds or a "related person" to a "substantial user"), including, without limitation, the execution by Concessionaire and delivery to Department of an election not to claim depreciation or any investment credit with respect to any portion of such capital expansion projects or any other portion of the Airport System.
- **20.05 REMEDIES:** All remedies provided in the Agreement shall be deemed cumulative and additional, and not in lieu of or exclusive of each other or of any other remedy available at law or in equity arising hereunder.
- 20.06 WARRANTY OF CONCESSIONAIRE AS TO CONFLICTS OF INTEREST:
  Concessionaire represents and warrants to Department that, except as may be disclosed in an Addendum hereto, no member, officer, employee or agent of Department has any interest, direct or indirect, in the business of Concessionaire to be conducted hereunder, and that no such persons shall have any such interest at any time during the Term hereof.
- 20.07 REGULATIONS OF DEPARTMENT: The rights and privileges granted to Concessionaire hereunder and the occupancy and use by Concessionaire of the Locations shall at all times be subject to reasonable rules and regulations of Department as the same are now or may hereafter be prescribed through the lawful exercise of its poser, including, but not limited to, all applicable provisions of Department's Policy and Procedures Manual as the same may be amended from time to time.
- **20.08 INTEREST:** Any sums payable to Department by Concessionaire under any provisions of the Agreement which are not paid when due shall bear interest at the rate of (1 1/2%) per month (or, if less, the maximum rate of interest allowed by law) from the due date thereof until paid.

## 20.09 REQUIRED DISCLOSURE AFFIDAVITS WITH APPLICABLE ORDINANCES AND RESOLUTIONS:

#### A. Disclosure of Employment

Pursuant to County Ordinance No. 90-133, as amended the Concessionaire shall disclose the composition of the workforce, wages and benefits to be paid and existence of collective bargaining agreement.

#### B. Disclosure of Ownership

Pursuant to County Ordinance No. 88-121, as amended the Concessionaire shall disclose the full legal name and business address of any individual (other than subcontractors, material, suppliers, laborers, or lenders) that have, or will have any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with the County. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. Post Office addresses are not acceptable.

#### C. Drug Free Work Place Certification

No person or entity shall be awarded or receive a County contract for public improvements unless such person or entity make it a condition of award that it will provide a drug free workplace and comply with Section 2-8.1.2 of the Code of Miami-Dade County, as amended by County Ordinance No. 00-30. Failure to comply with this policy may result in debarment for those persons or entities that knowingly violate this policy or falsify information.

#### D. Family Leave

Pursuant to County Resolution No. R-183-00 amending Resolution No. R- 1499-91, Concessionaire shall, as a condition of award, provide written certification that the firm provides family leaves to their employees as required by the County Family Leave Ordinance. Concessionaires who fail to provide the required certification shall preclude the Concessionaire from receiving the contract. Any violation of this ordinance may result in debarment.

#### E. Prohibiting of Discrimination on The Basis of Disability

Pursuant to Resolution No. R-182-00, amending Resolution No. R-385-95, Concessionaires shall, as a condition of award provide written certification that the firm is not in violation of the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Federal Transit Act as amended, and the Fair Housing Act as amended and other laws prohibiting discrimination on the basis of disability. Any post award violation of these Acts may result in the contract being declared void.

If any certifying firm or affiliate is found in violation of the acts, the County will conduct no further business with such attesting firm. Any violation of this Resolution may result in debarment.

#### F. Delinquent and Currently Due Fees or Taxes

In accordance with Ordinance No. 00-30, it shall be a condition of award that the successful respondent shall verify that all delinquent and currently due fees or taxes – including but not limited to, real and property taxes, utility taxes and occupational licenses – collected in the normal course by the Miami-Dade County Tax Collector, as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the successful respondent, have been paid. Failure to comply with this policy may result in debarment.

#### G. Conflict of Interest and Code of Ethics

Pursuant to Ordinance 00-1, as amended, no County employee or his or her immediate family shall be prevented from entering into any contract, individually or through a firm, corporation, partnership or business entity in which the employee or any member of his or her immediate family has a controlling financial interest with Miami-Dade County or any person or agency acting for Miami-Dade County, as long as (1) entering into the contract would not interfere with the full and faithful discharge by the employee of his or her duties to the County, (2) the employee has not participated in determining the subject contract requirements or awarding the contract and (3) the employee's job responsibilities and job description will not require him or her to be involved with the contract in any way, including, but not limited to, its enforcement, oversight, administration, amendment, extension, termination or forbearance. However, this limited exclusion shall not be construed to authorize an employee or his or her immediate family member to enter into a contract with Miami-Dade County or any person or agency acting for Miami-Dade County, if the employee works in the county department that will enforce, oversee or administer the subject contract.

Any affected County employee shall seek a conflict of interest opinion from the Miami-Dade County Commission on Ethics and Public Trust ("the Ethic Commission") prior to submittal of a bid, response, or application of any type to contract with the County by the employee or his or her immediate family. A request for a conflict of interest opinion shall be made in writing and shall set forth and include all pertinent facts and relevant documents.

If the affected employee or his or her immediate family member chooses to respond to a solicitation to contract with the County, such employee shall file with the Clerk a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a bid, response, or application of any type to contract with the County. Along with the disclosure form, the affected employee shall file with the Clerk a copy of his or her request for an Ethics Commission opinion and an opinion or waiver from the Board. Also, a copy

of the request for a conflict of interest opinion from the Ethics Commission and any opinion or waiver must be submitted with the response to the solicitation to contract with the County.

Prohibition on transacting business within the County: "No person included in the terms defined in subsection (b)(1) through (6) and in subsection 9(b)(9) shall enter into any contract or transact any business in which he or a member of his immediate family has a financial interest direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, and any such contract agreement or business engagement entered in violation of subsection C of section 1 of the Ordinance shall render the transaction voidable. Willful violation of this subsection shall constitute malfeasance in office and shall effect forfeiture of office or position."

#### H. Criminal Conviction

Pursuant to Miami-Dade County Ordinance No. 00-30 which amended Ordinance No. 94-34, "Any individual who has been convicted of a felony during the past ten (10) years, and any corporation, partnership, joint venture, or other legal entity having an officer, director or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of qualification statement submission by submitting the appropriate Affidavit. Failure to disclose such conviction may result in debarment for those persons or entities who knowingly fail to make the required disclosure or falsify information."

#### I. Debarment Proceeding

In accordance with Ordinance No. 00-18 which amended Ordinance No. 93-129 is applicable to any provider of goods or services to the County who have a debarment history of poor performance on County Contracts or who have by their commission of crimes or the rendition of civil judgments, shown a lack of honesty and integrity.

The Concessionaire shall comply with Miami-Dade County Ordinance No. 93-129 as amended by Ordinance No. 00-18, which prevents contractors, subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into contracts with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract.

It is the Concessionaire's responsibility to ascertain that none of the subcontractors, their officers, principals or affiliates, as defined in the ordinance, are debarred by the County pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 and Administrative Order 3-2 before submitting a bid.

The Disclosure Affidavit pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 requires the Concessionaire to affirm, under oath, that neither the Concessionaires, its subcontractors, or their officers, principals or affiliates, as defined in the ordinance, are debarred by the County at the time of the bid.

Any Concessionaire who fails to complete the Disclosure Affidavit pursuant to Ordinance No. 93-129 shall not be awarded a Contract with the County. Any contract or transaction entered into in violation of Ordinance No. 93-129 as amended by Ordinance No. 00-18 is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

Also, in accordance with Ordinance No. 00-18, for the purposes of this ordinance, the term's "vendor" and "consultant" have the same meaning as "contractor." "Subconsultant" has the same meaning as "subcontractor."

Consultants shall also comply with Miami-Dade County Ordinance Nos. 93-137, which provides for penalties for any entity attempting to meet contractual obligations through fraud, misrepresentation, or material misstatement. In addition, the County shall, whenever practicable, terminate the contract. The County may also terminate or cancel any other contracts, which such entity has with the County.

#### J. Public Entity Crimes Sworn Statement

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, "Any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a bid solicitation to provide goods and/or services to a public entity, may not submit a bid on a bid solicitation with a public entity for construction or repair of a public building or public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a contractor or, supplier, or subcontractor or consultant under a bid solicitation with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

#### K. Code of Business Ethics

In accordance with Resolution No. 994-99, as amended, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Code") and submit that Code to the County Manager or his or her designee prior to execution of any contract between the contractor and the County. The Code of Business Ethics shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations including among others, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance.

If the Respondent firm's code varies in any way, the Respondent must identify the difference(s) on a separate document, and attach it to the required performance sheet. Each entity, which does business with Miami-Dade County, is required, as a condition of doing business with the County, to adopt a Code of Business Ethics.

L. Individuals and Entities Doing Business with the County not Current in their Obligations to the County

Pursuant to Ordinance No. 99-162 and Section 2-8.1 of the County Code, no individual or entity who is in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentality's, including the Public Health Trust (herein referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code, shall be allowed to receive any additional County contracts, purchase orders or extensions of County contracts until either the arrearage has been paid in full or the County has agreed in writing to a payment schedule. Failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County

M. Public Entity Crimes Act: Section 287.133 (2) (a), Florida Statutes, provides that: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a consultant under a contract with any public entity, and may not transact business with any public entity in excess of Ten Thousand Dollars (\$10,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### N. False Claims

The Concessionaire shall be subject to the provisions of County Ordinance 99-152, which refers to the filing of false claims against the County.

#### O Domestic Leave

Pursuant to Ordinance No. 99-5 and Resolution No. R-185-00, prior to entering into any contract with the County, a firm desiring to do business with the County, shall as a condition of award, certify that the firm is in compliance with the Domestic Leave Ordinance No. 99-5. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with the requirements of Resolution No. R-185-00, as well as the Domestic Leave Ordinance, may result in the contract being declared void, the contract being terminated and /or the firm being debarred.

#### 20.10 AIRFIELD OPERATIONS AREA (AOA) SECURITY

<u>20.10.01</u> Concessionaire acknowledges and accepts full responsibility for compliance with all applicable rules and regulations of the Transportation Security Administration (TSA), Federal Aviation Administration (FAA) and MDAD as set forth from time to time

relating to Concessionaire's use of the Miami International Airport. Concessionaire fully understands and acknowledges that any security measures deemed necessary by the Concessionaire for the protection of jobsite, or equipment and property and access to the AOA through the jobsite shall be the sole responsibility of the Concessionaire and shall involve no additional cost to the Owner. All such security measures by the Concessionaire shall be in accordance with FAR 107 and the Airport Security Plan.

**20.10.02** In order to maintain high levels of security at Miami International Airport (MIA), MDAD authorized identification badges will be issued to all Concessionaire employees working in the Security Identification Display Area (SIDA) or any other secured area of the Airport. All such employees will be issued photo identification badges and will be subject to Federal Bureau of Investigation (FBI) fingerprint based criminal background investigation.

**20.10.03** The Concessionaire shall be responsible for requesting MDAD to issue identification badges to all employees who Concessionaire requests be authorized access to the SIDA and shall be further responsible for the immediate reporting of all lost or stolen ID badges and the immediate return of the ID badges of all personnel transferred from Airport assignment or terminated from the employ of the Concessionaire or upon final acceptance of the work or termination of this Contract. Concessionaire will be responsible for fees associated with lost and unaccounted badges as well as the fee for fingerprinting and ID issuance.

20.10.04 All employees of the Concessionaire and its Subconsultants who must work within MDAD secured areas at Miami International Airport shall be supplied with MDAD identification badges as specified above, which must be worn at all times while within the secured area. Badges shall be worn on outer garments above the waist so as to be clearly visible in order to distinguish, on sight, employees assigned to a particular Concessionaire. The Security and Safety Division of MDAD shall provide the identification badges to the Concessionaire. Each employee must complete the SIDA training program conducted by MDAD and comply with all other FAA or MDAD requirements as specified by the MDAD at the time of application for the ID badge before an ID badge is issued. At the present time, MDAD Security and Safety ID Section regularly provides SIDA Training.

**20.10.05** Ramp Permits will be issued to the Concessionaire authorizing vehicle entrance to the Airfield Operations Area (AOA) through specified Miami-Dade Aviation Department guard gates for the term of any Project. These permits will be issued only for those vehicles (including vehicles of the Subconsultants) that must have access to the site during the performance of the work. These permits will be only issued to company owned vehicles or to company leased vehicles (leased from a commercial leasing company). AOA decals, passes or permits to operate within the AOA will not be issued to privately owned or privately leased vehicles. All vehicles operating within the AOA must have conspicuous company identification signs (minimum of three inch lettering) displayed on both sides of the vehicle.

All vehicles operating within the AOA must be provided with the Automobile Liability Insurance required elsewhere in these General Conditions. Proof of such insurance shall be provided to MDAD Airside Operations Division upon request.

**20.10.06** Before the Concessionaire shall permit any employee with pictured I.D. to operate a motor vehicle on the AOA without MDAD escort, the Concessionaire shall require such employee to have a current, valid, appropriate Florida driver's license and to attend and successfully complete the AOA Driver Training Course conducted periodically by the Department. The privilege of a person to operate a motor vehicle on the AOA may be withdrawn by the Department because of violation of AOA driving rules or loss of Florida driver's license.

20.10.07 The Concessionaire agrees that its personnel, vehicles and other personal property are subject to being searched when attempting to enter, leave or while on the AOA. It is further agreed that the MDAD has the right to prohibit an individual, agent or employee of the Concessionaire or Subconsultant from entering the AOA, based upon facts which would lead a person of reasonable prudence to believe that such individual might be inclined to engage in theft, cargo tampering, aircraft sabotage or other unlawful activities, including repeated failure to comply with MDAD or the FAA SIDA and AOA access control policies, rules and regulations. Any person denied access to the AOA or whose prior authorization has been revoked or suspended on such grounds shall be entitled to a review hearing before the Director or his/her authorized designee within a reasonable time. Prior to such hearing, the person denied access to the AOA shall be advised, in writing, of the reasons for such denial.

The Concessionaire acknowledges and understands that these provisions are for the protection of all users of the AOA and are intended to reduce the incidence of thefts, cargo tampering, aircraft sabotage and other unlawful activities at the Airport and to maximize compliance with MDAD or FAA access control policies and procedures.

**20.10.08** The Concessionaire understands and agrees that vehicles shall not be parked on the AOA or other areas of the airport property not designated or authorized by MDAD nor in any manner contrary to any posted regulatory signs, traffic control devices or pavement markings.

**20.10.09** The Concessionaire understands and agrees that all persons entering and working in or around arriving international aircraft and facilities used by the various Federal Inspection Services agencies may be subject to the consent and approval of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies shall not be employed by the Concessionaire in areas under the jurisdiction or control of such agencies. Persons not approved or consented to by the Federal Inspection Services agencies who enter such areas are subject to fines, which shall be borne entirely by the persons and/or the Concessionaire.

- <u>20.10.10</u> Notwithstanding the specific provisions of this Article, the Owner shall have the right to add to, amend or delete any portion hereof in order to meet reasonable security requirement of MDAD or of the FAA.
- **20.10.11** The Concessionaire shall ensure that all employees so required participate in such safety, security and other training and instructional programs, as MDAD or appropriate Federal agencies may from time to time require.
- 20.10.12 Concessionaire agrees that it will include in all agreements with its MIA Subconsultants an obligation by such parties to comply with all security requirements applicable to their operations at the Airport. Concessionaire agrees that in addition to all remedies, penalties and sanctions that may be imposed by MDAD or the FAA upon Concessionaire's Subconsultants and their individual employees for a violation of applicable security provisions, Concessionaire shall be responsible to the Owner for all such violations and shall indemnify and hold the Owner harmless for all costs, fines and penalties arising therefrom, such costs to include reasonable attorneys' fees.
- **20.11** <u>MISCELLANEOUS PROVISIONS</u>: Concessionaire and its employees shall promptly observe and comply with applicable provisions of all federal, state, and local statutes, ordinances, regulations and rules which govern or apply to Concessionaire or to its operations hereunder.
  - 1. Concessionaire shall, at its own cost and expense, procure and keep in force during the Term of the Agreement, all necessary licenses, registrations, certificates, bonds, permits, and other authorizations as are required by law in order for Concessionaire to operate from the Locations granted hereunder and shall pay all taxes, (including sales and use taxes), assessments (including, without limitation, storm water utility fees and impact fees which may be assessed, levied, exacted or imposed by all governmental authorities having jurisdiction, on Concessionaire's property, on its operations, on its gross revenues, on its income, on the Agreement and the fees payable to Department hereunder, on the rights and privileges granted to Concessionaire herein, on the Locations and on any and all equipment installed on the Premises, and Concessionaire shall make and file all applications, reports, and returns required in connection therewith.
  - 2. Concessionaire shall, at its own cost, ensure that its equipment and the functions it performs hereunder comply with the requirements of the Americans with Disabilities Act ("ADA"), P.L. 101-336, 104 Stat. 327 (1990), as it may be amended from time to time. In particular, without limitation, Concessionaire shall, at its own cost, improve or modify the Locations to comply with the accessibility guidelines promulgated pursuant to the ADA. Concessionaire shall also, at its own cost, modify its operations as may be required by the Department to enable the Department to meet its ADA obligations with respect to Concessionaire's operations. Any such modification shall be performed to the satisfaction of the Department. In the event Concessionaire shall fail to improve the Locations as required by the Department, the Department shall

have the right to enter into the Locations and perform such modification on Concessionaire's behalf, without liability for any disruption to Concessionaire's activities therein during the completion of or as a result of such modifications, and the cost of such modifications shall be deemed additional feed due hereunder and shall be promptly paid by Concessionaire to the Department.

- 3. Concessionaire agrees to repair promptly, at its sole cost and expense and in a manner acceptable to Department, any damage caused by Concessionaire or any of its officers, agents, employees, contractors, subcontractors, licensees or invitees to the Airport or any equipment or property located thereon.
- 4. Concessionaire is not authorized to act as Department's agent hereunder and shall have no authority, express or implied, to act for or bind Department hereunder and nothing contained in the Agreement shall be deemed or construed by Department or Concessionaire or by any third party to create the relationship of partnership or of joint venture. No provision of the Agreement shall be deemed to make Department the joint employer of any employee of Concessionaire.
- 5. Department, through its designated agents, shall have the right during Concessionaire's normal business hours (and at any time during an emergency) to inspect the Locations and the property of Concessionaire located thereon, in order to enforce the Agreement, to enforce applicable laws and regulations, and to protect persons and property.
- 6. The Article and paragraph headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of the Agreement.
- 7. Time is expressed to be the essence of the Agreement.
- 8. The Agreement will inure to the benefit of and shall be binding upon the parties hereto and their authorized successors and assigns.
- 9. If any covenant, condition or provision of the Agreement is held to be invalid by any court of competent jurisdiction, such holding shall not affect the validity of any other covenant, condition or provision contained herein.
- 10. Except as otherwise provide herein, if certain action may be taken only with the consent or approval of the Department or the Department, or if a determination or judgment is to be made by the Department or the Department, such consent or approval may be granted or withheld, or such determination or judgment shall be made, in the sole discretion of the Department or the Department.
- **20.12 ENTIRE AGREEMENT:** The Agreement, together with the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any prior agreements, representations or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral

agreements, representations or statements with respect to such subject matter, are merged herein; provided, however, that Concessionaire hereby affirms the completeness and accuracy of the information provided by Concessionaire to Department in the Eligibility and Bid Form, and in all attachments thereto and enclosures therewith, submitted by Concessionaire to Department in connection with the award of this Concession.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their appropriate officials as of the date first above written.

CONCESSIONAIRE		
ATTEST: Secretary (Signature and Seal)  Span I Pochward Coo (Type Name & Title)	By: Concessionaire - Signature  Name: Septem H. Rodniever-  (Type Name & Title)	
INDIVIDUAL, PARTNE	ERSHIP OR JOINT VENTURE	
Legal Name	Legal Name	
By:	By:	
Signature	By:Signature	
(Type Name & Title)	(Type Name & Title)	
Attest:	Attest:	
Name of Managing Joint Venturer:		
	Witness:	
By: Signature of Authorized Representative Corporate Seal of the Joint Venturer  (ATTACH ADDITIONAL SHEETS FOR EA		
ATTEST:		
HARVEY RUVIN, CLERK	BOARD OF COUNTY COMMISSIONERS MIAMI-DADE COUNTY, FLORIDA	
By: Deputy Clerk	By: County Manager	
Deputy Clerk	County Manager	
Approved for Form and Legal Sufficiency	Resolution No.:	
	Date:	

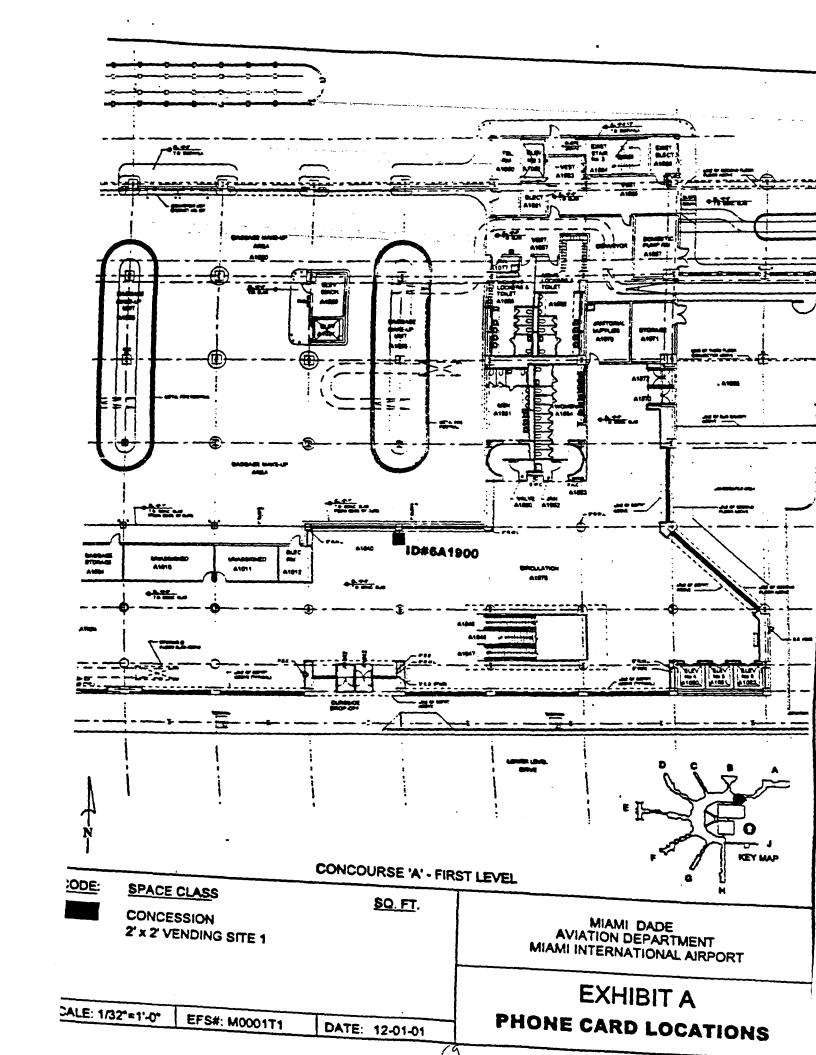
# **EXHIBIT A**

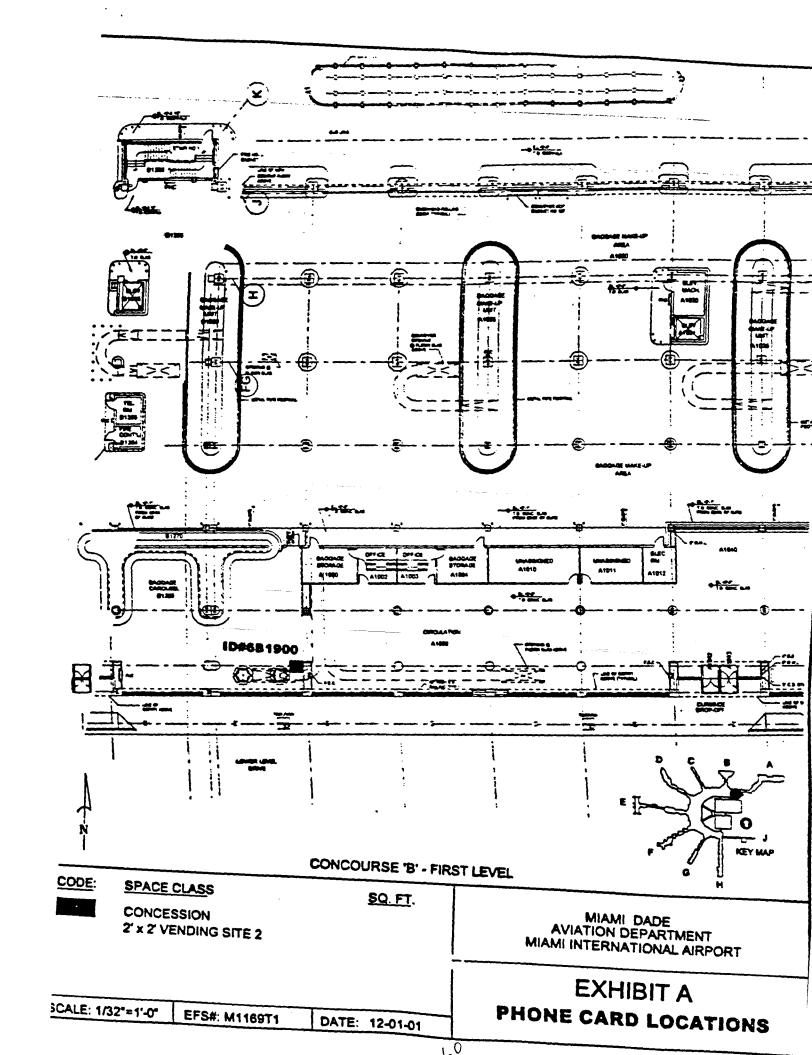
# PREPAID PHONE CARD LOCATION LIST

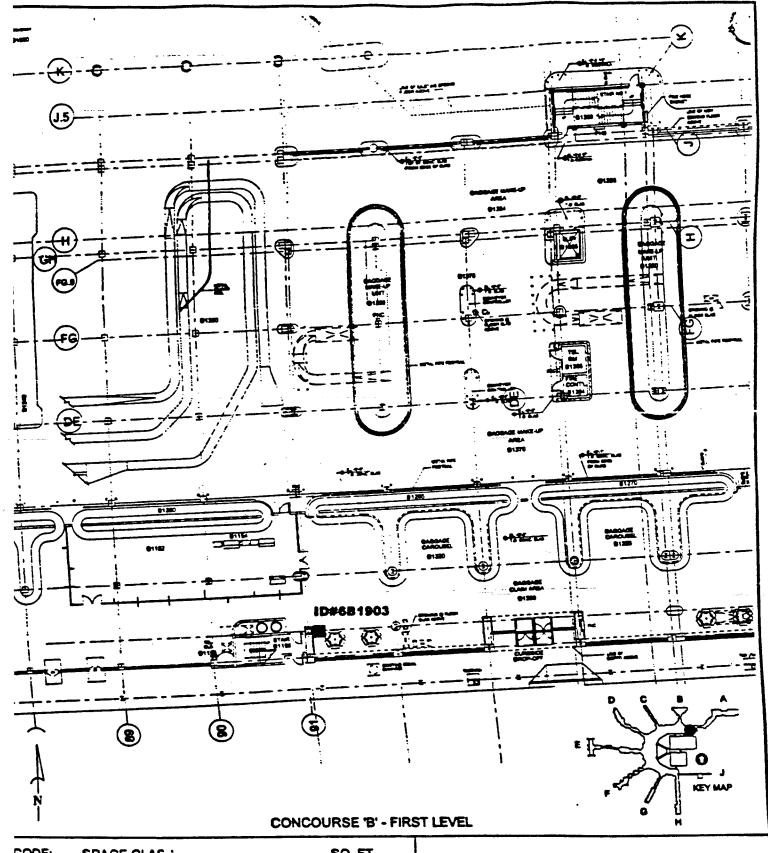
## **Prepaid Phone Card Locations**

### MIAMI INTERNATIONAL AIRPORT PREPAID PHONE CARD LOCATION LIST EXHIBIT A

Site #	ID#	Location
1	6A1900	Concourse A - First Level
2	6B1900	Concourse B - First Level
3	6B1903	Concourse B - First Level
4	6C1901	Concourse C - First Level
5	6C1912	Concourse C - First Level
6	6D1901	Concourse D - First Level
7	6E1910	Concourse E - First Level
8	6E1911	Concourse E - First Level
9	6E1912	Concourse E - First Level
10	6G1904	Concourse G - First Level
11	6H1905	Concourse H - First Level
12	6A2920	Terminal A - Second Level
13	6A2901	Concourse A - Second Level
14	6A2907	Concourse A - Second Level
15	6B2916	Terminal B - Second Level
16	6B2909	Terminal B - Second Level
17	6B2944	Concourse B - Second Level
18	6C2906	Terminal C - Second Level
19	6C2912	Terminal C - Second Level
20	6C2921	Terminal C - Second Level
21	6C2953	Concourse C - Second Level
22	6D2921	Terminal D - Second Level
23	6D2925	Concourse D - Second Level
24	6D2931	Concourse D - Second Level
25	6E2947	Concourse E -Second Level
26	6E2943	Concourse E - Second Level
27	6F2911	Terminal F - Second Level
28	6F2928	Concourse F - Second Level
29	6F2931	Concourse F - Second Level
30	6G2919	Terminal G - Second Level
31	6G2914	Terminal G - Second Level
32	6G2926	Concourse G - Second Level
33	6H2910	Terminal H - Second Level
34	6A3900	Concourse A - Third Level
35	6D3901	Terminal D - Third Level
36	6S3904	Satellite E - Third Floor
37	6S3901	Satellite - Third Floor







CODE:

SPACE CLAS

CONCESSION

2' x 2' VENDING SITE 3

SQ. FT.

MIAMI DADE AVIATION DEPARTMENT MIAMI INTERNATIONAL AIRPORT

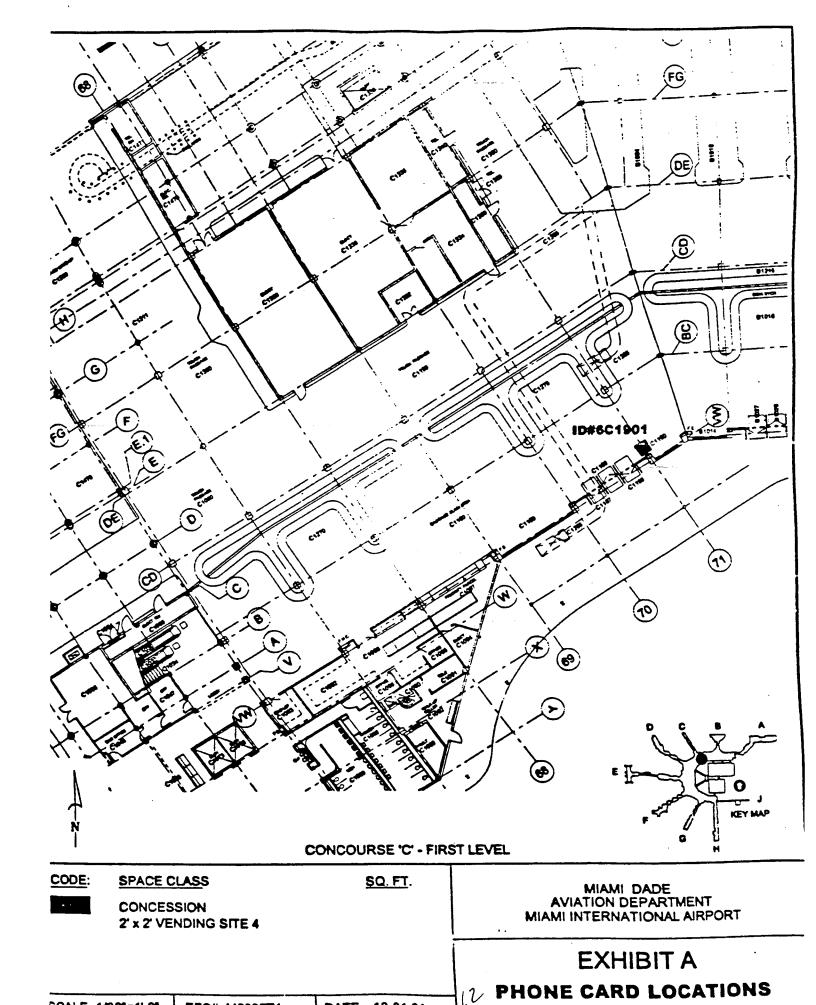
EXHIBIT A

PHONE CARD LOCATIONS

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EFS#: M1170T1

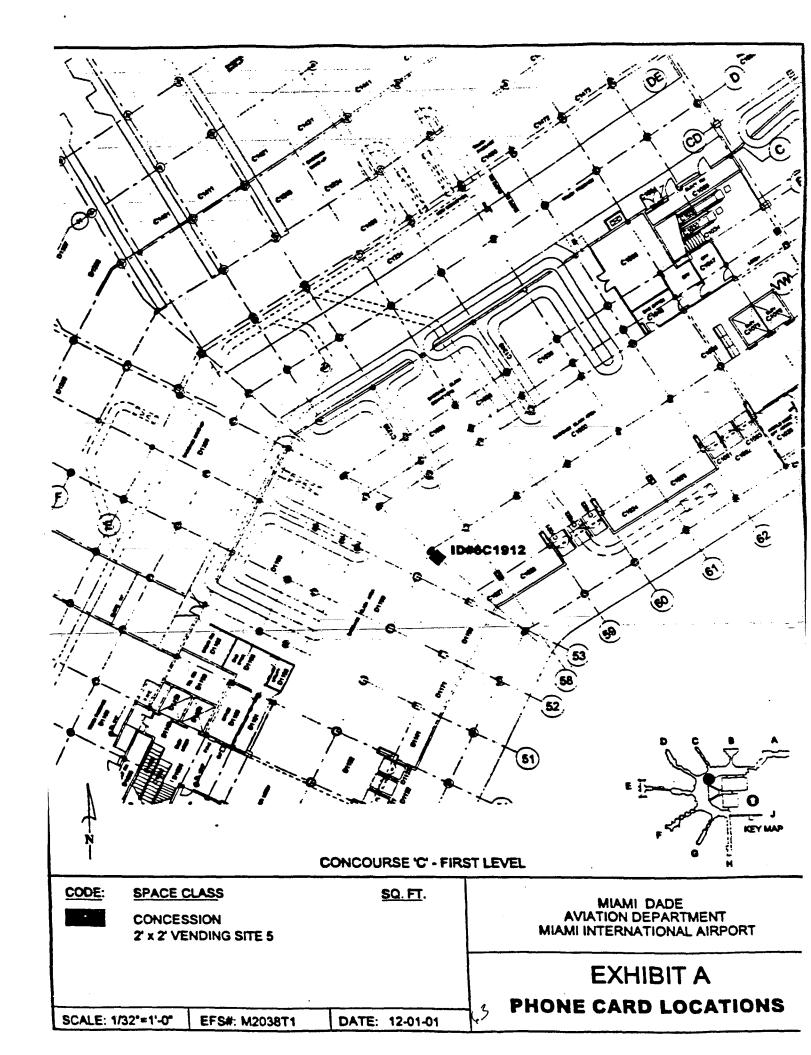
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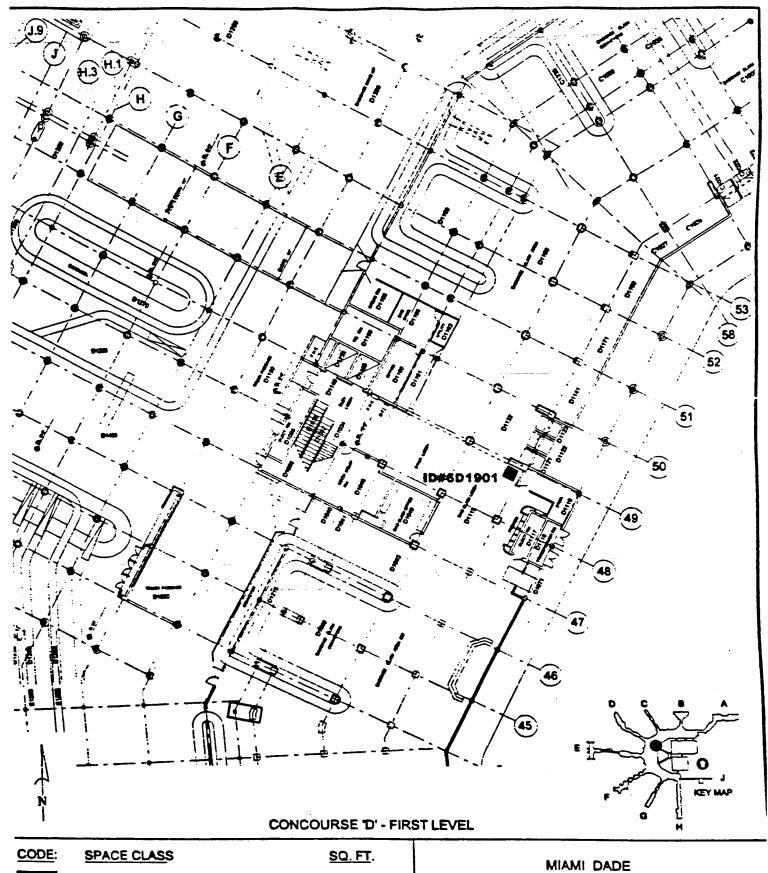


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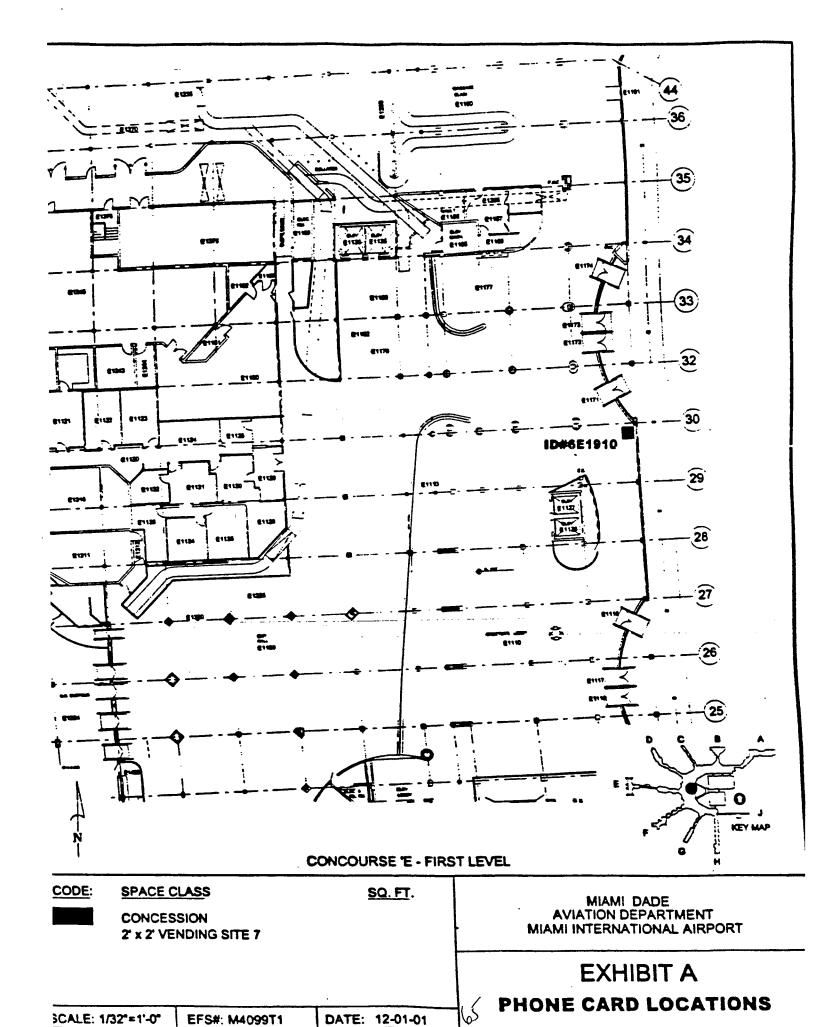
CONCESSION
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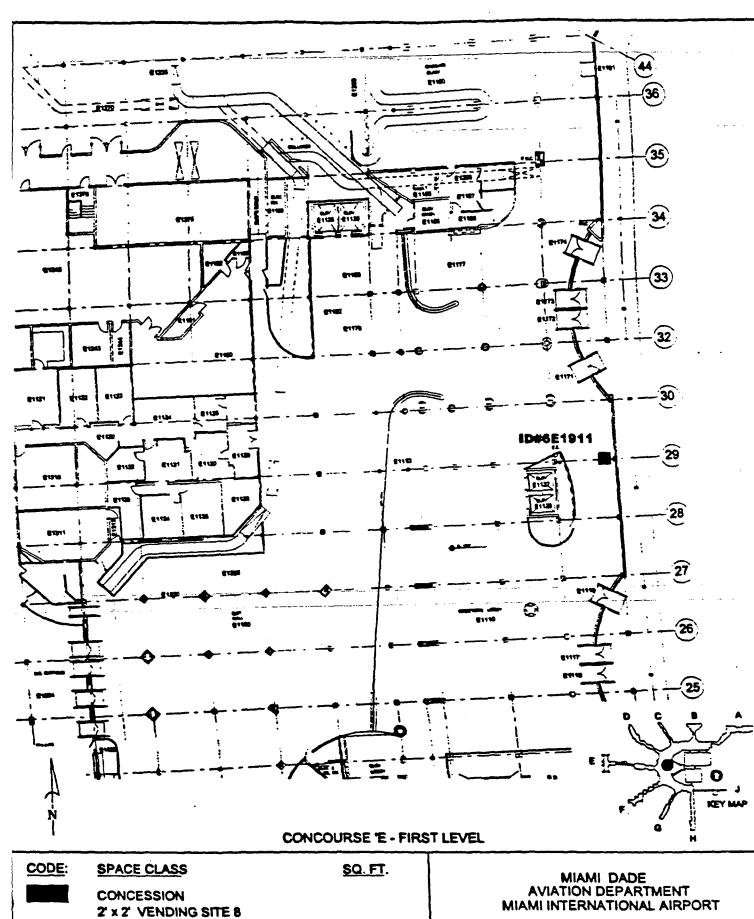
MIAMI DADE AVIATION DEPARTMENT MIAMI INTERNATIONAL AIRPORT

EXHIBIT A

PHONE CARD LOCATIONS

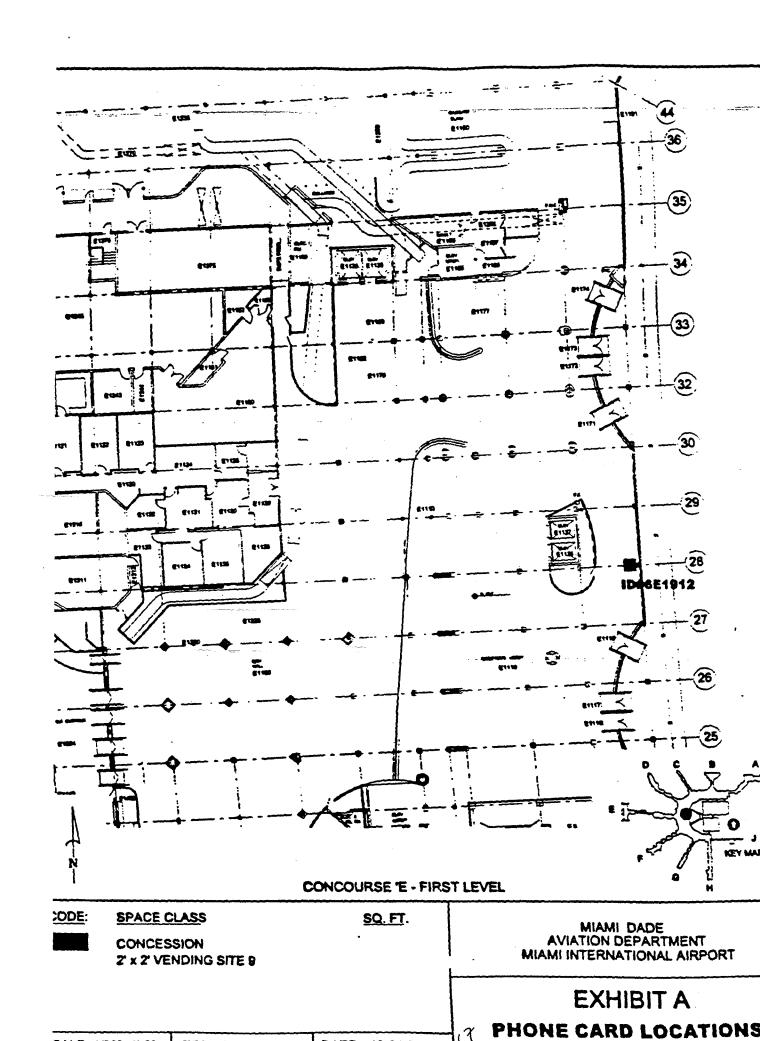
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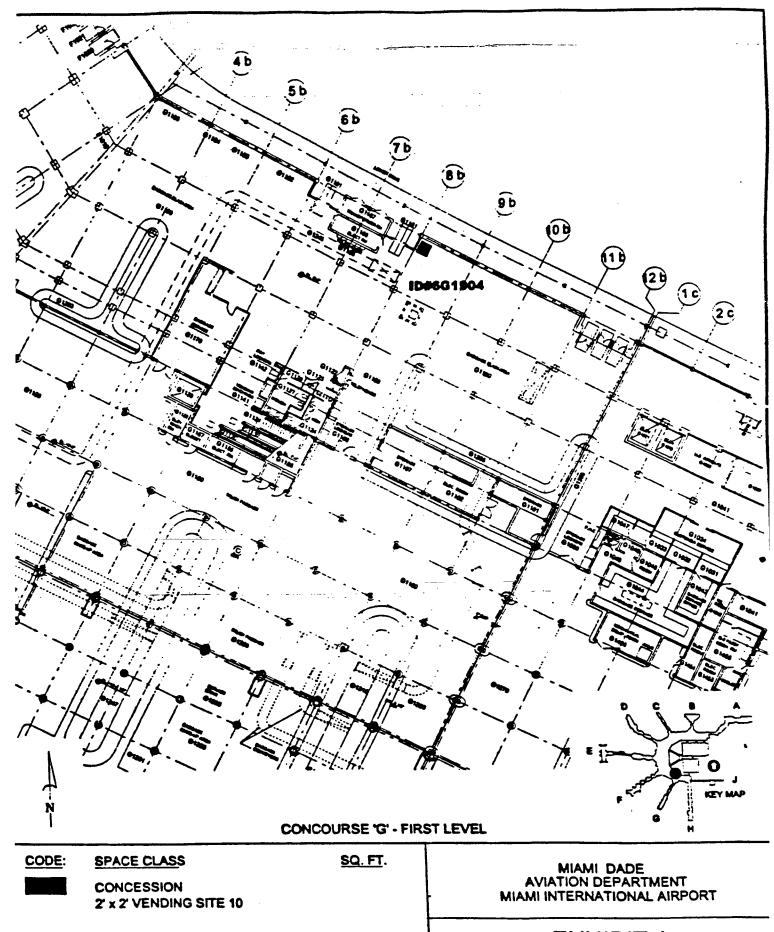
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**EXHIBIT A** PHONE CARD LOCATIONS



DATE: 12-01-01

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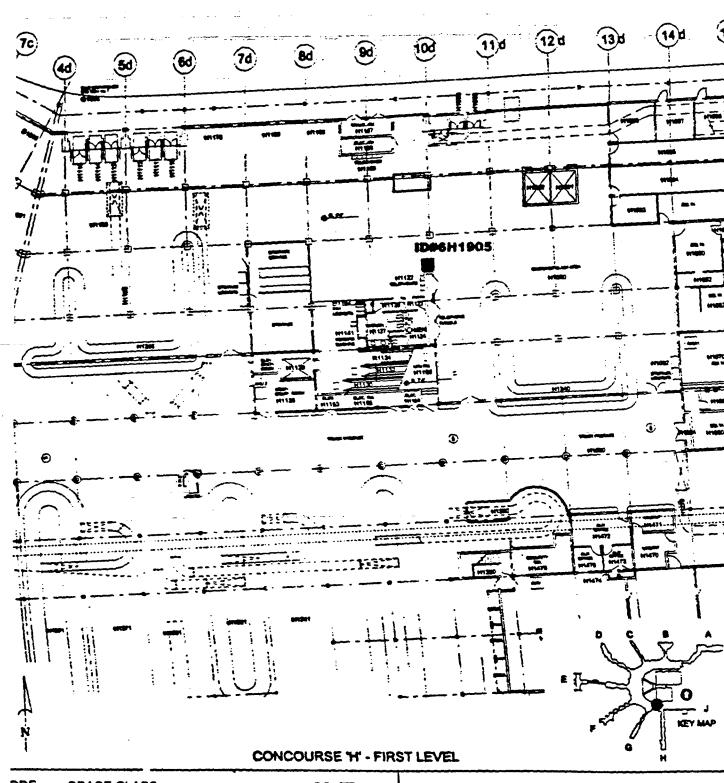
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DATE: 12-01-01

EXHIBIT A

PHONE CARD LOCATIONS



ODE:

SPACE CLASS

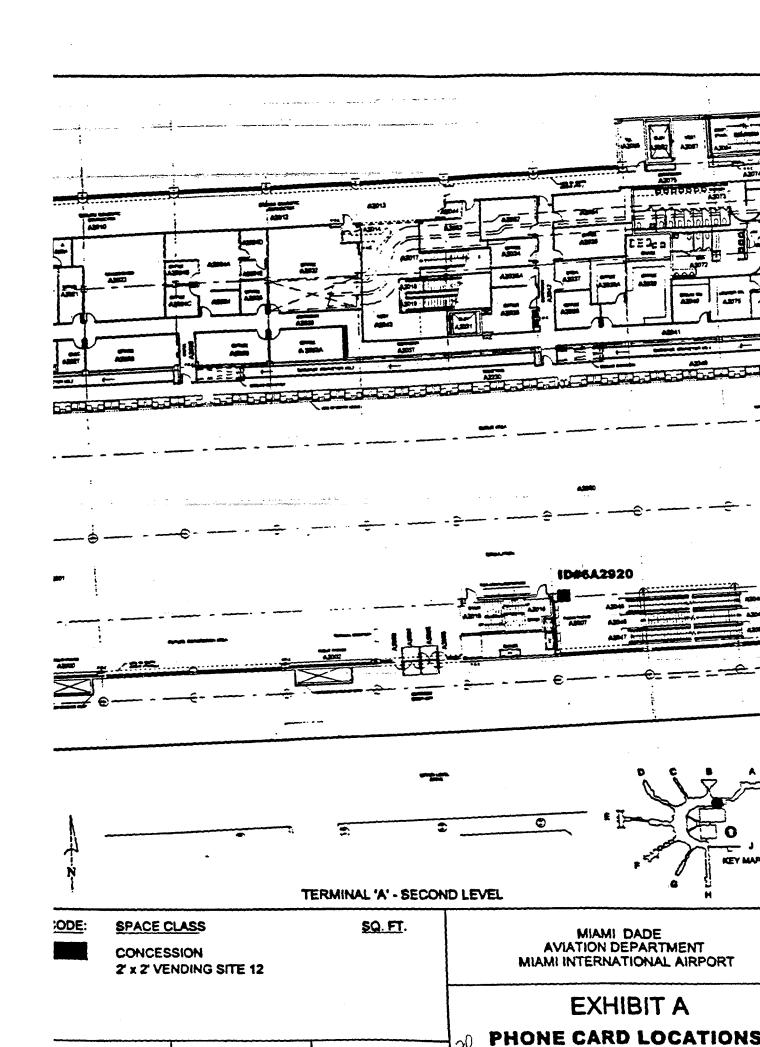
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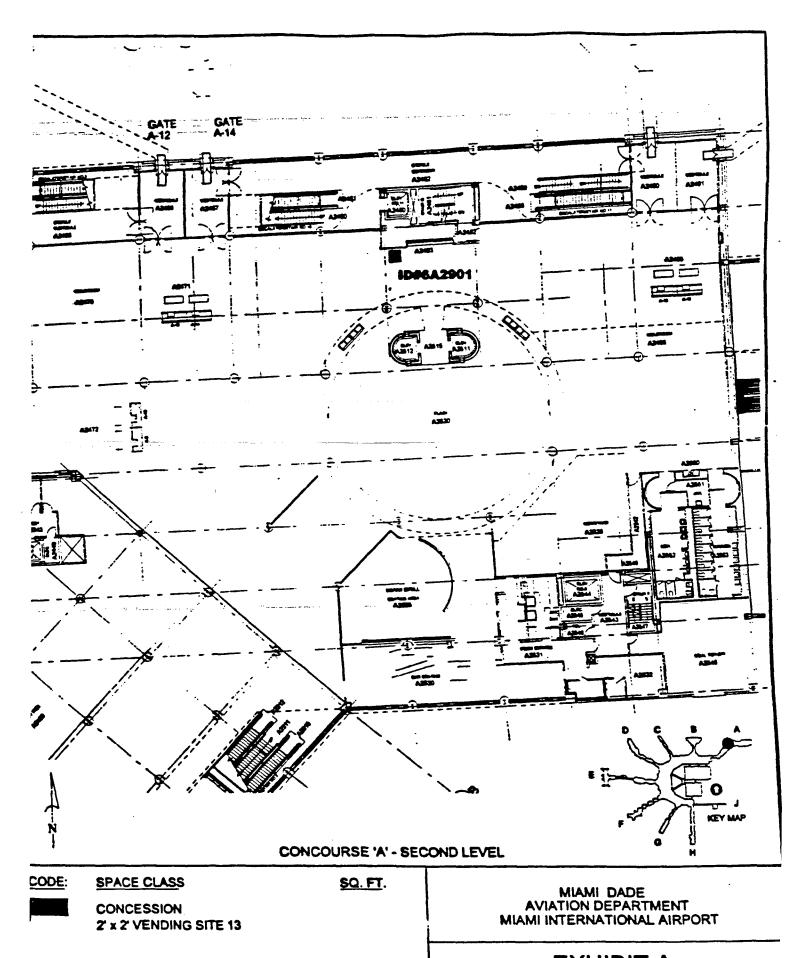
2 x 2 VENDING SITE 11

SQ. FT.

MIAMI DADE AVIATION DEPARTMENT MIAMI INTERNATIONAL AIRPORT

**EXHIBIT A** 





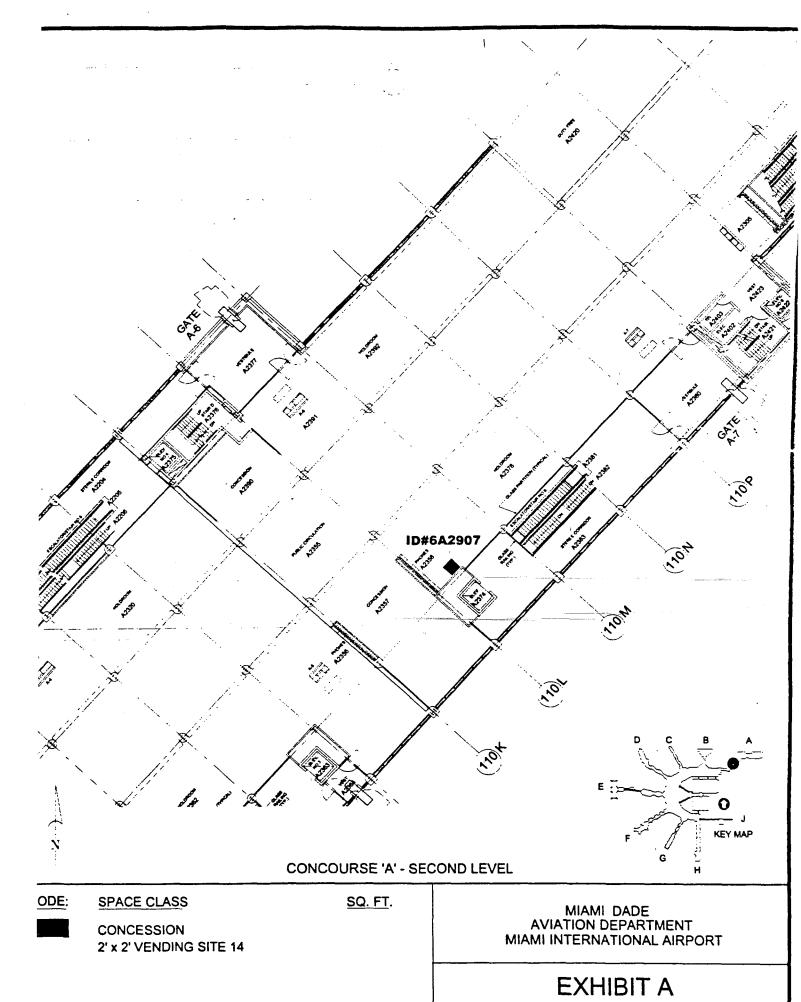
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DATE: 12-01-01

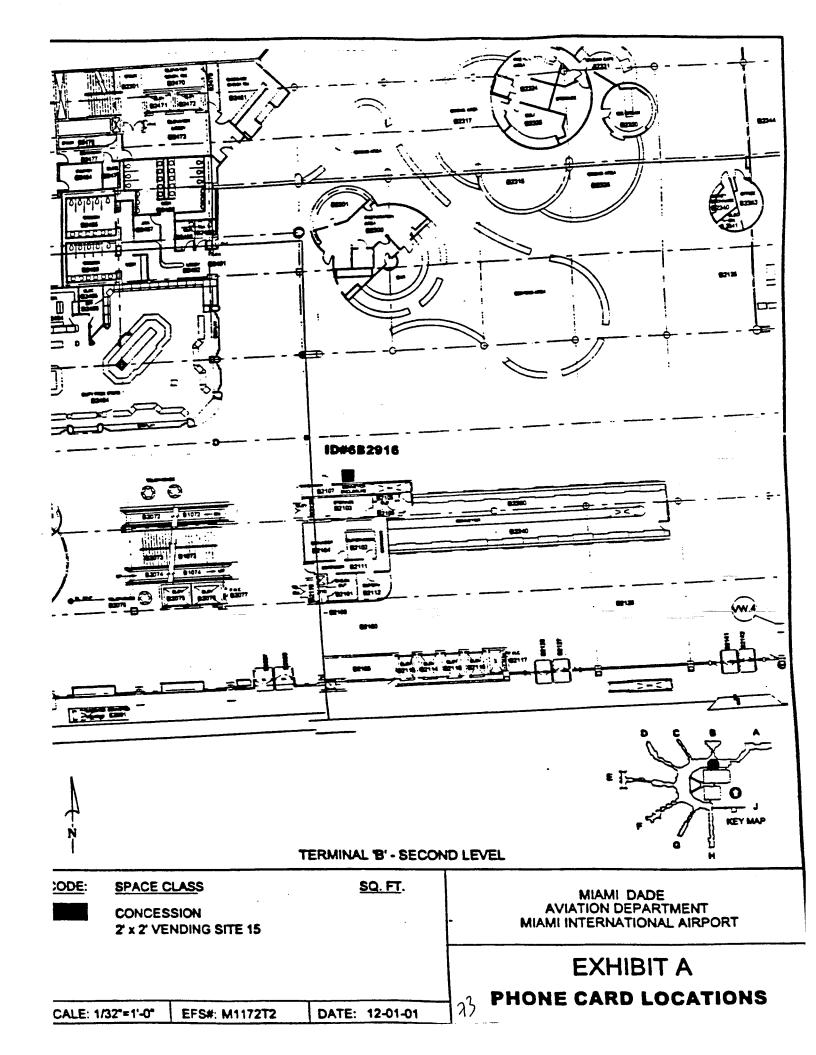
EXHIBIT A

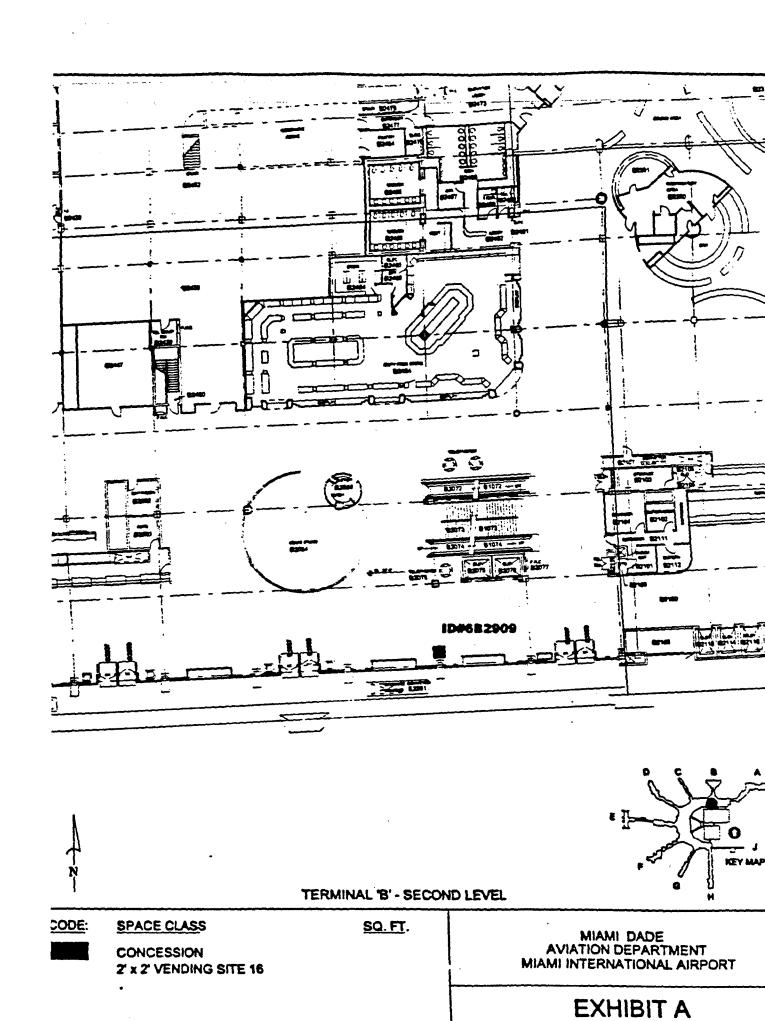
PHONE CARD LOCATIONS

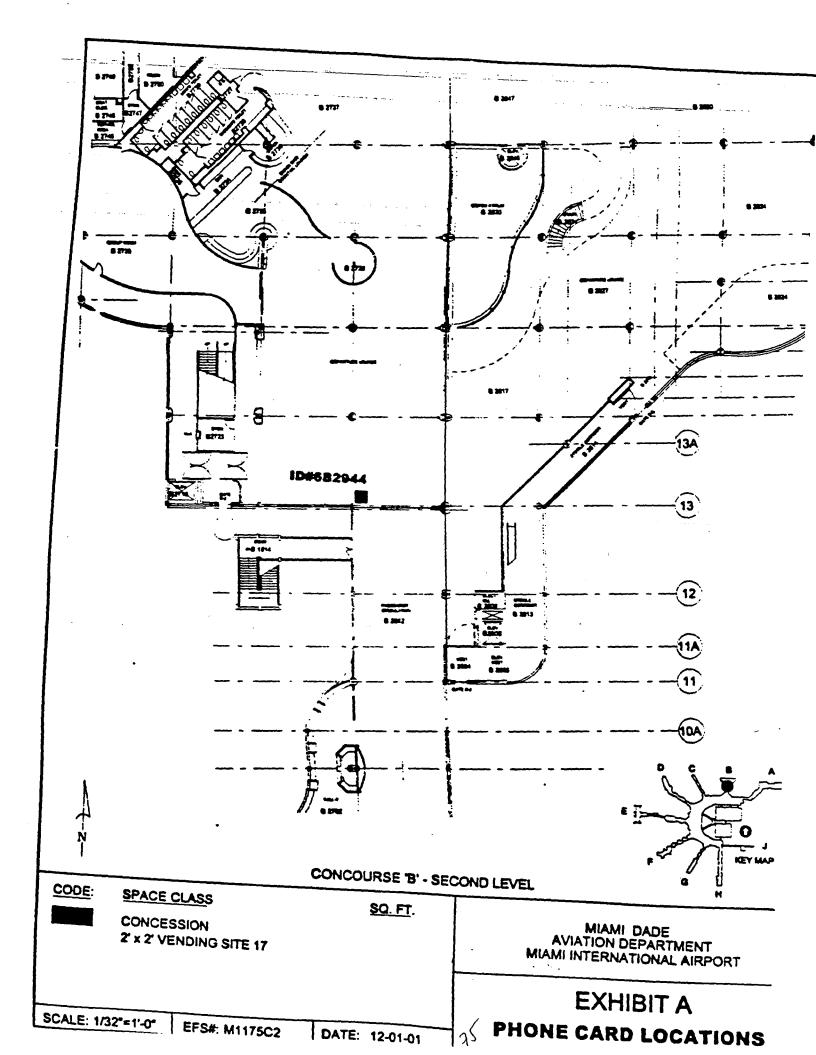


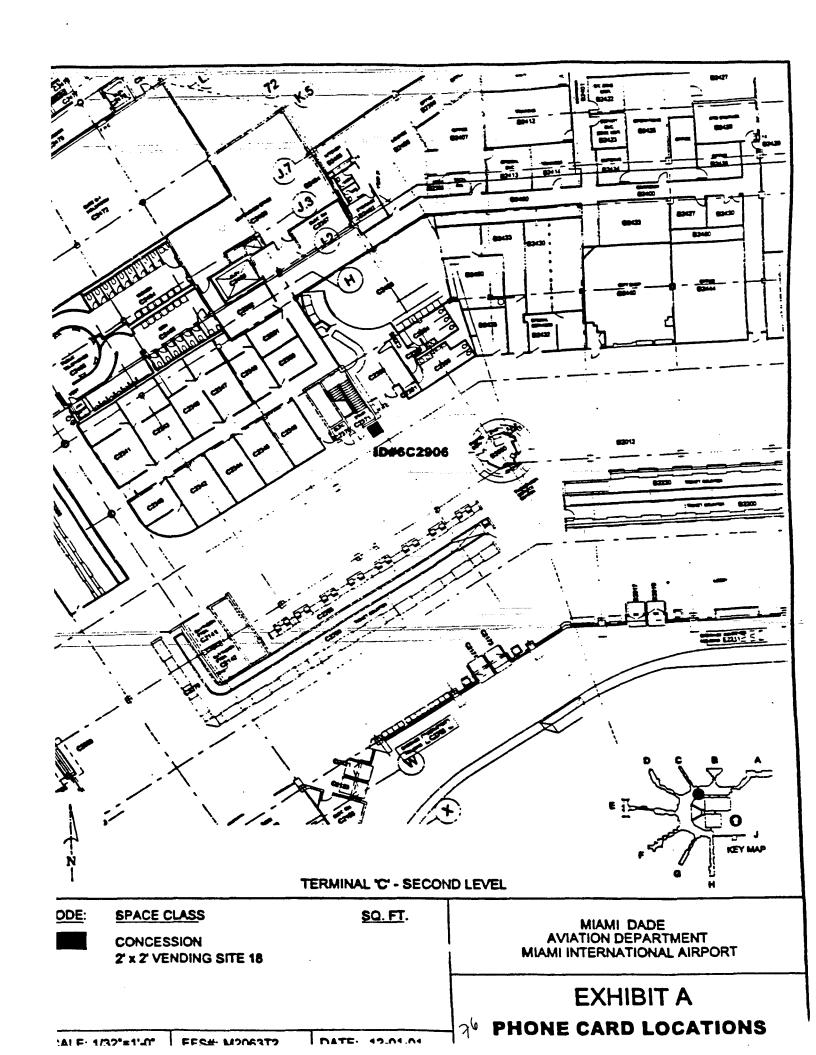
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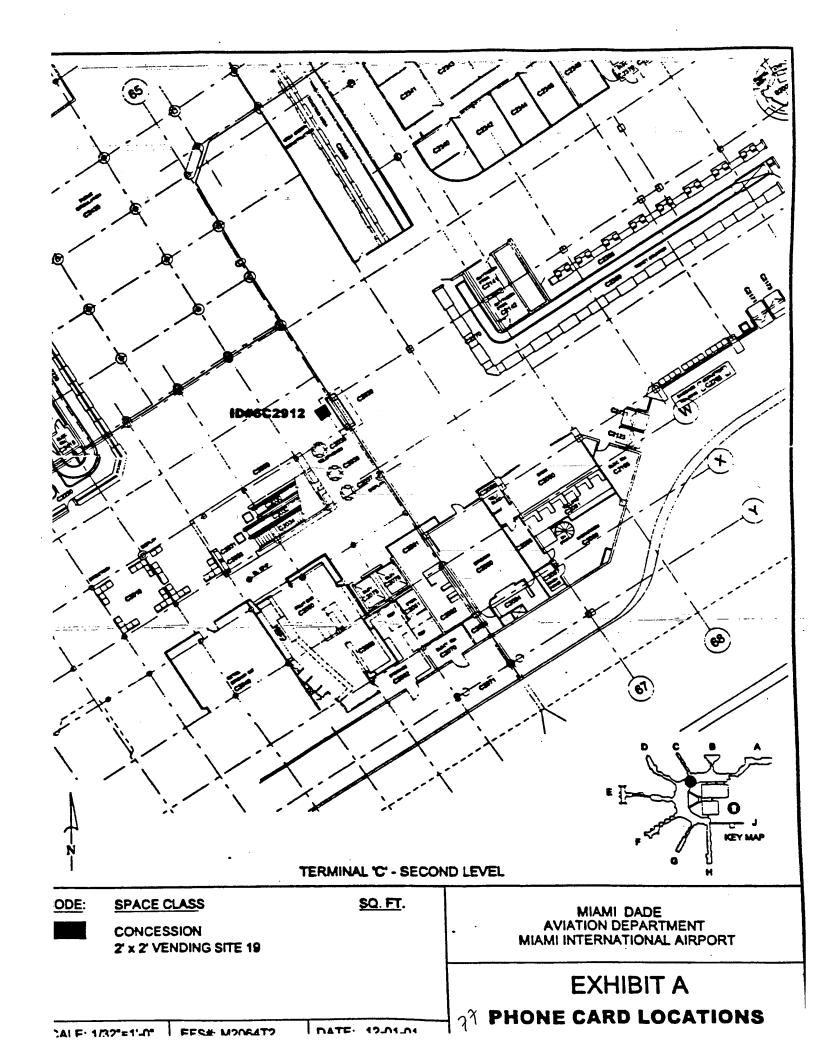
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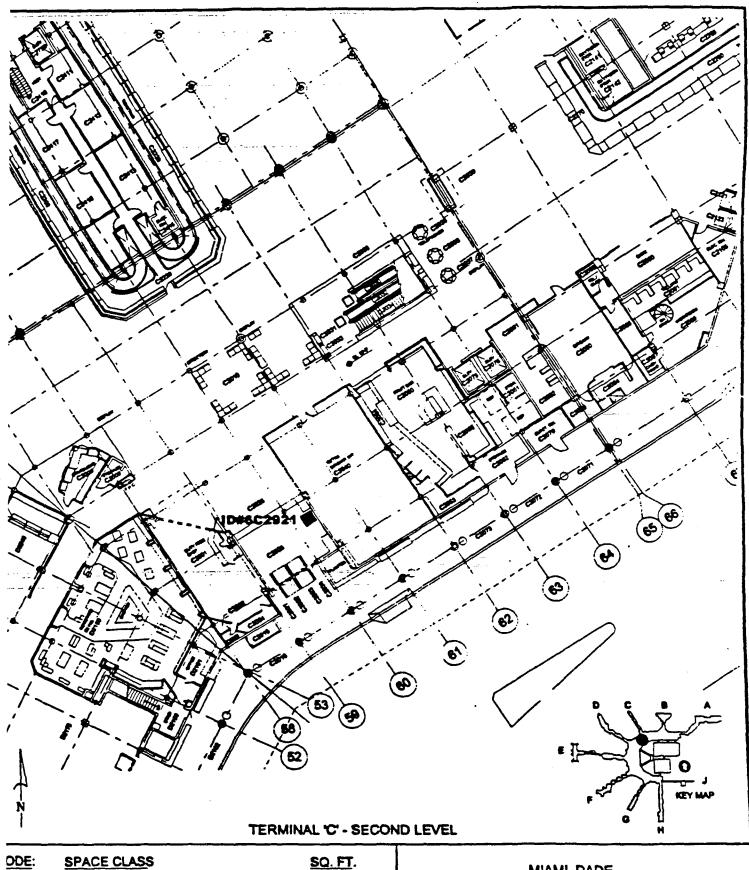












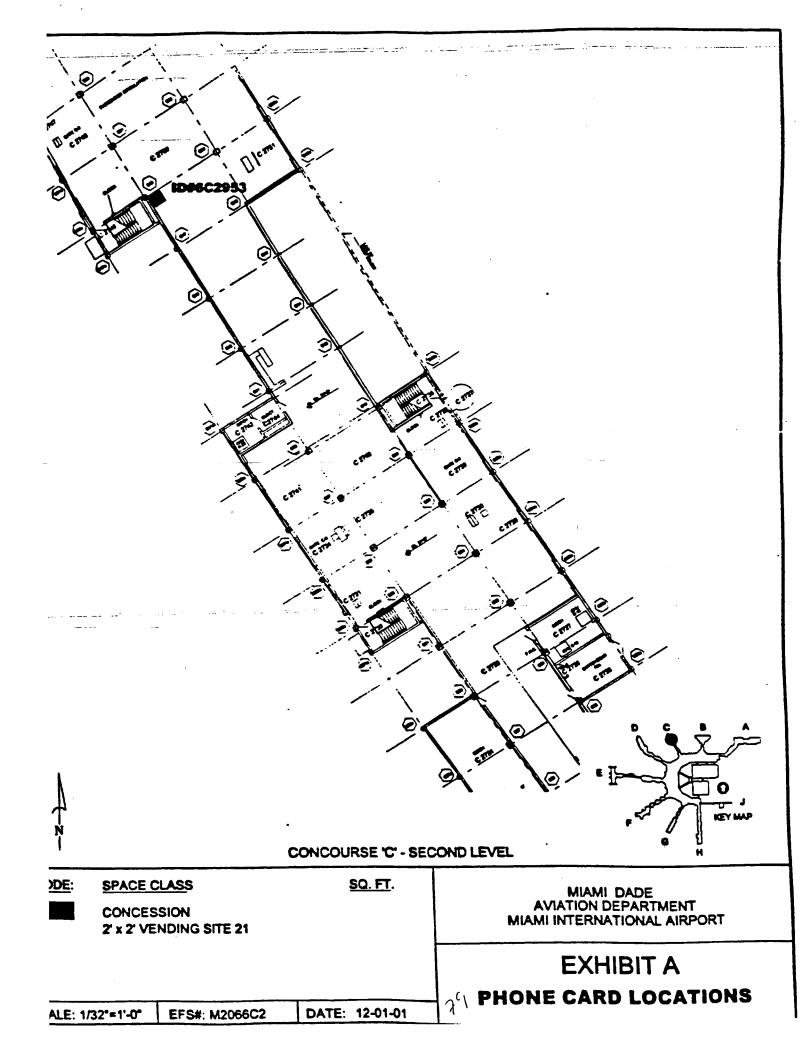
CONCESSION

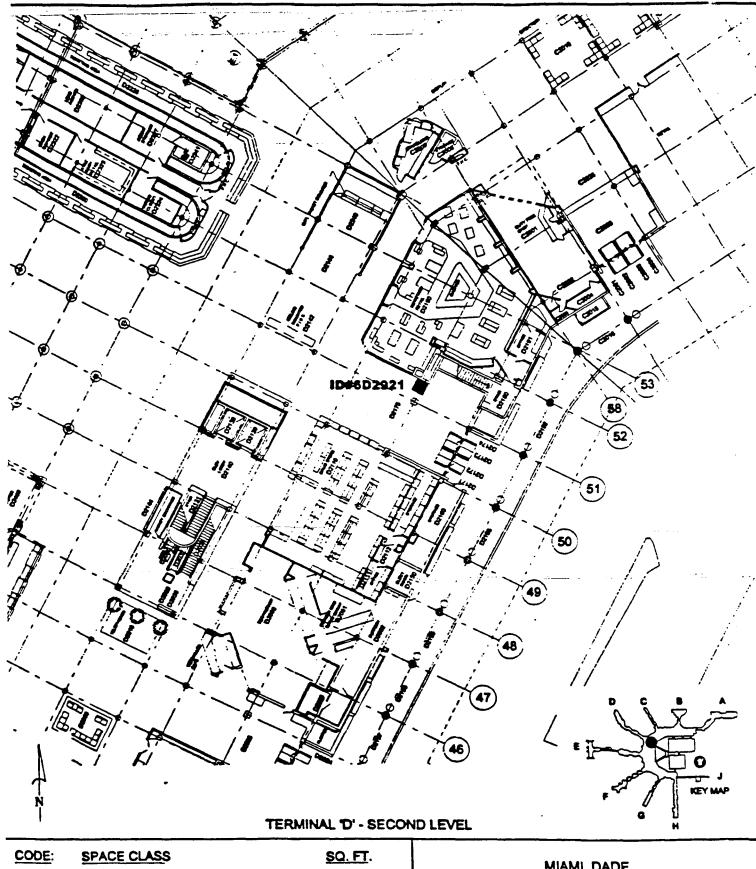
2' x 2' VENDING SITE 20

MIAMI DADE AVIATION DEPARTMENT MIAMI INTERNATIONAL AIRPORT

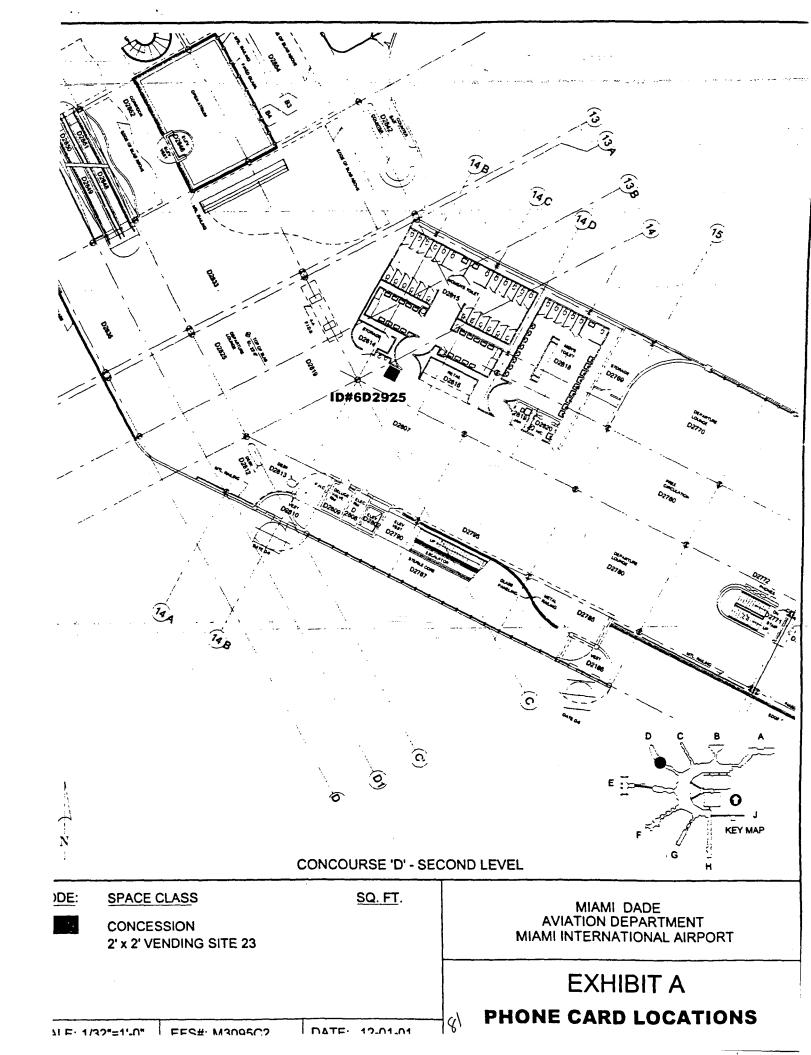
EXHIBIT A

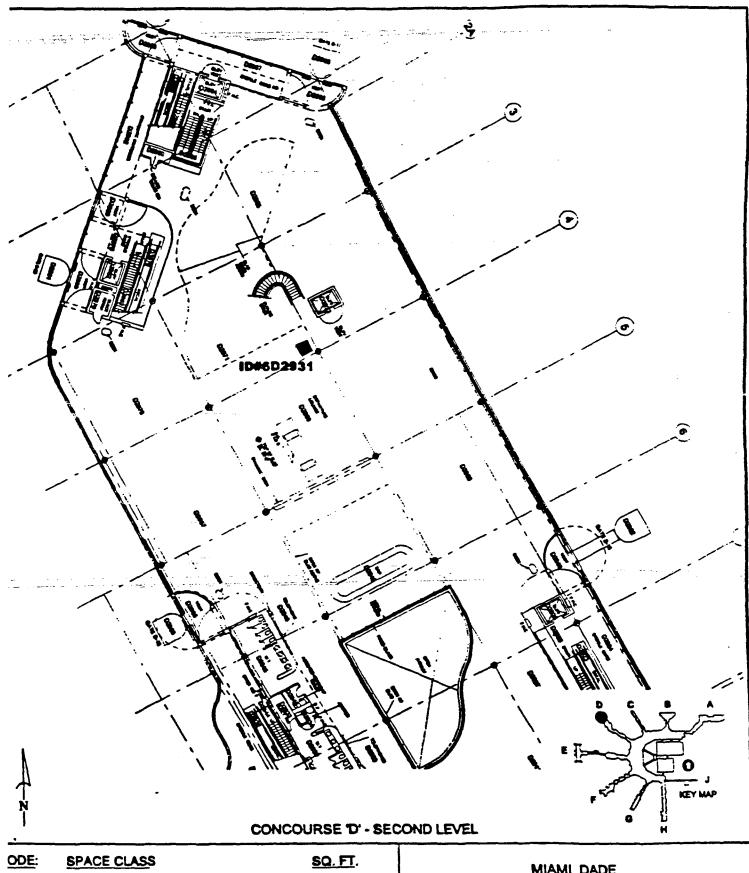




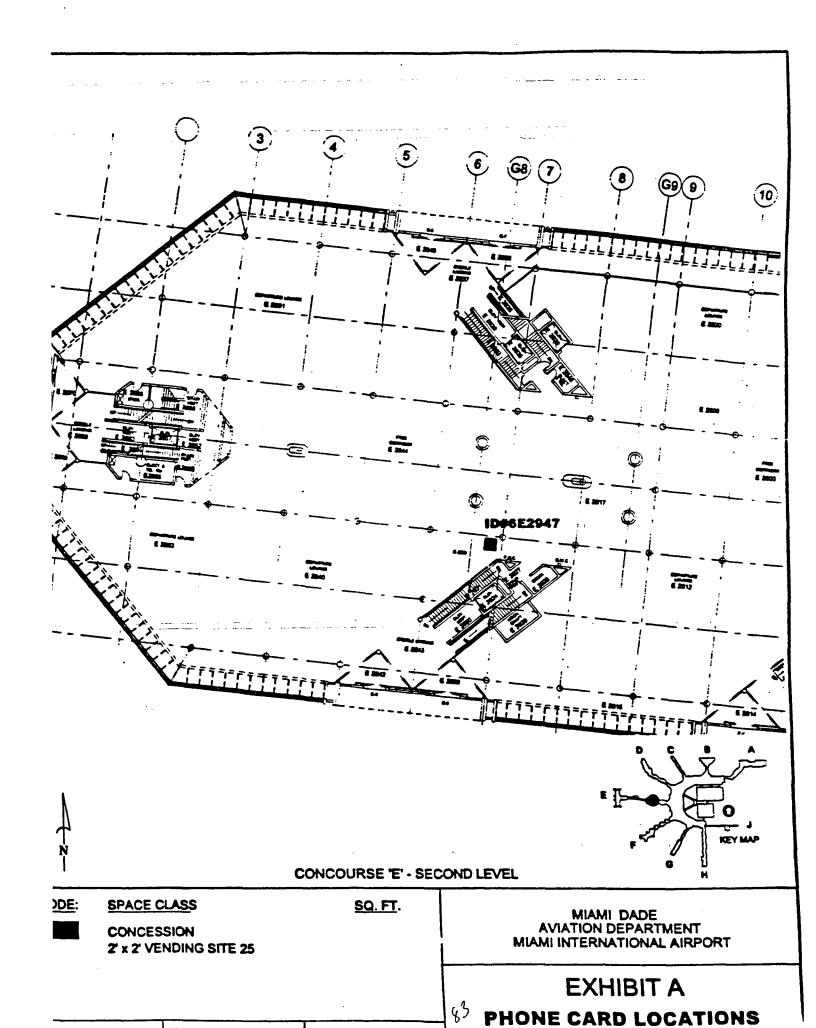


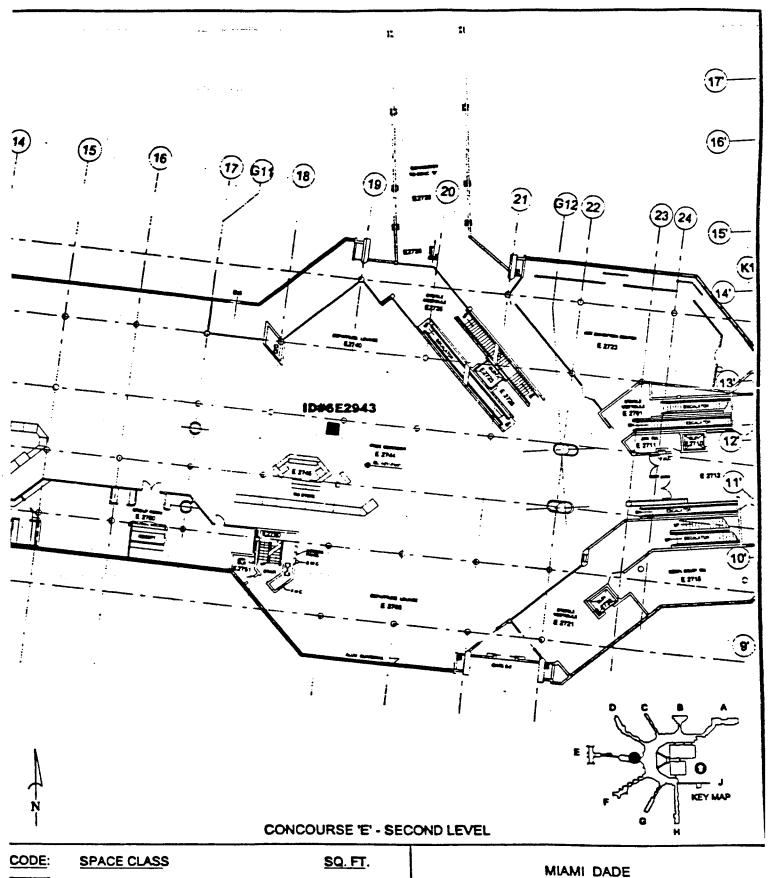
CONCESSION 2' x 2' VENDING SITE 22 MIAMI DADE AVIATION DEPARTMENT MIAMI INTERNATIONAL AIRPORT





CONCESSION 2' x 2' VENDING SITE 24 MIAMI DADE AVIATION DEPARTMENT MIAMI INTERNATIONAL AIRPORT



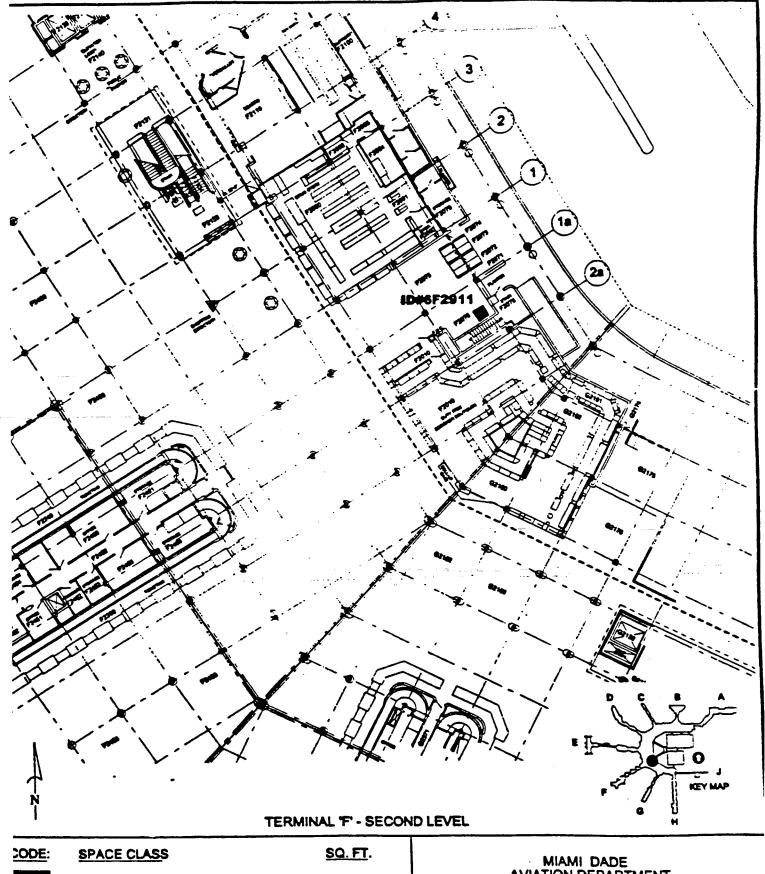


MIAMI DADE AVIATION DEPARTMENT MIAMI INTERNATIONAL AIRPORT

CONCESSION 2' x 2' VENDING SITE 26

EXHIBIT A

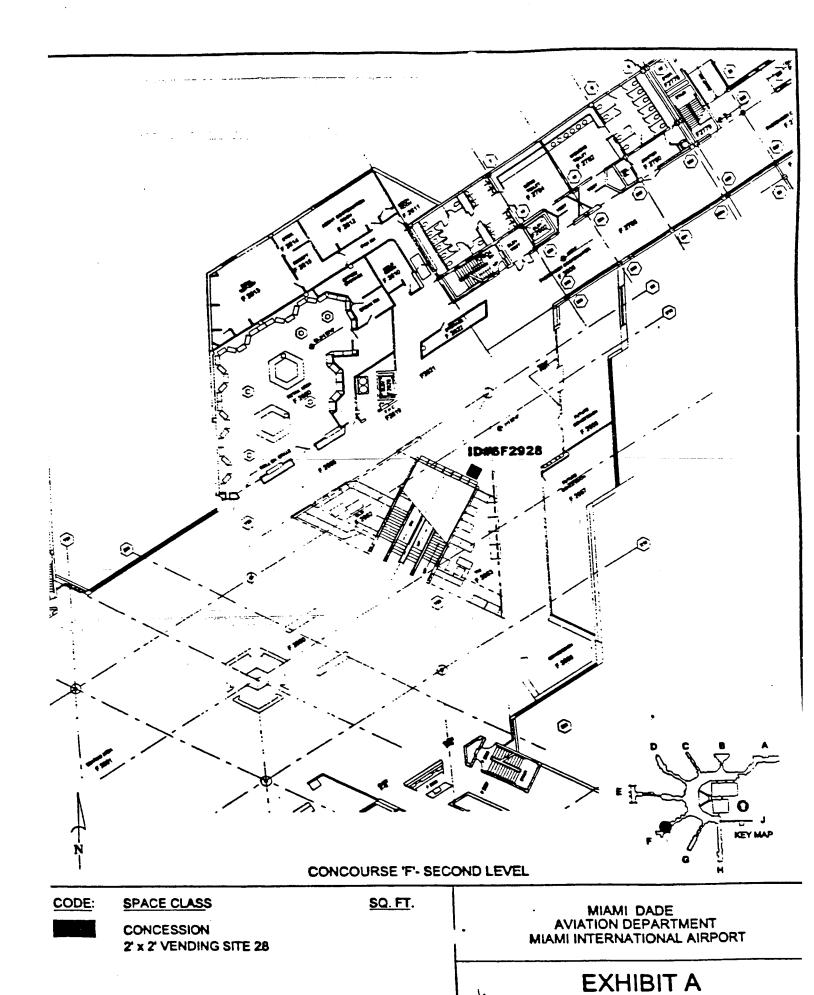
PHONE CARD I OCATIONS



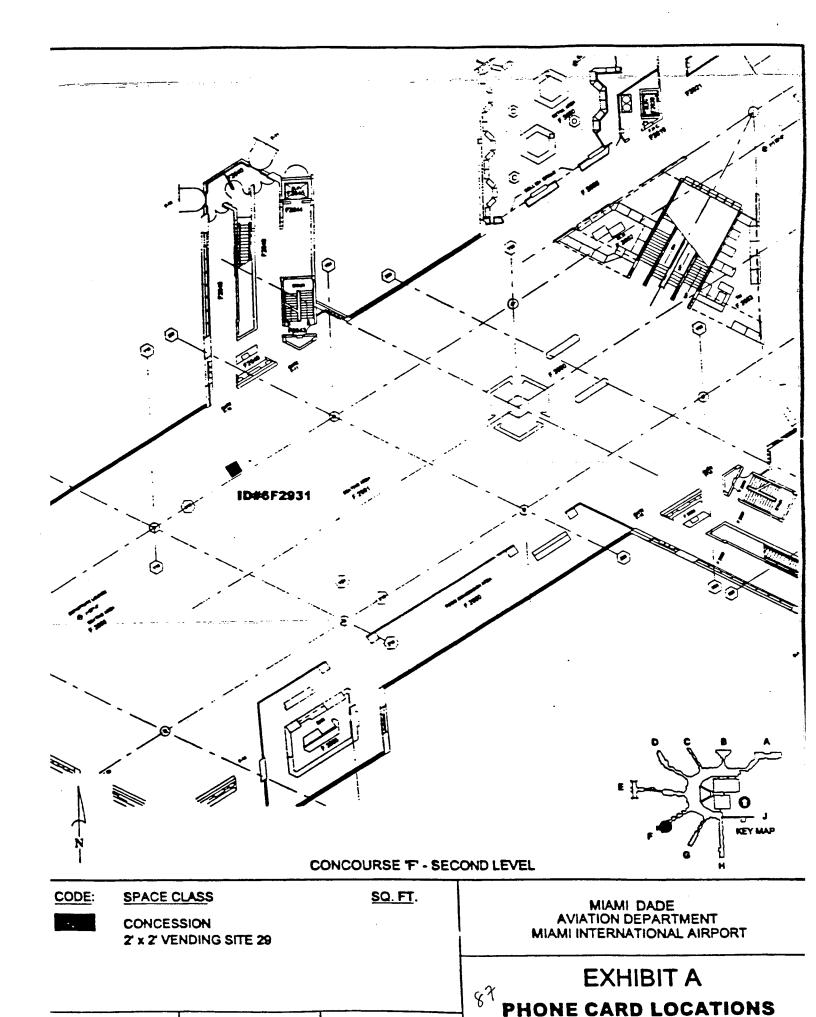
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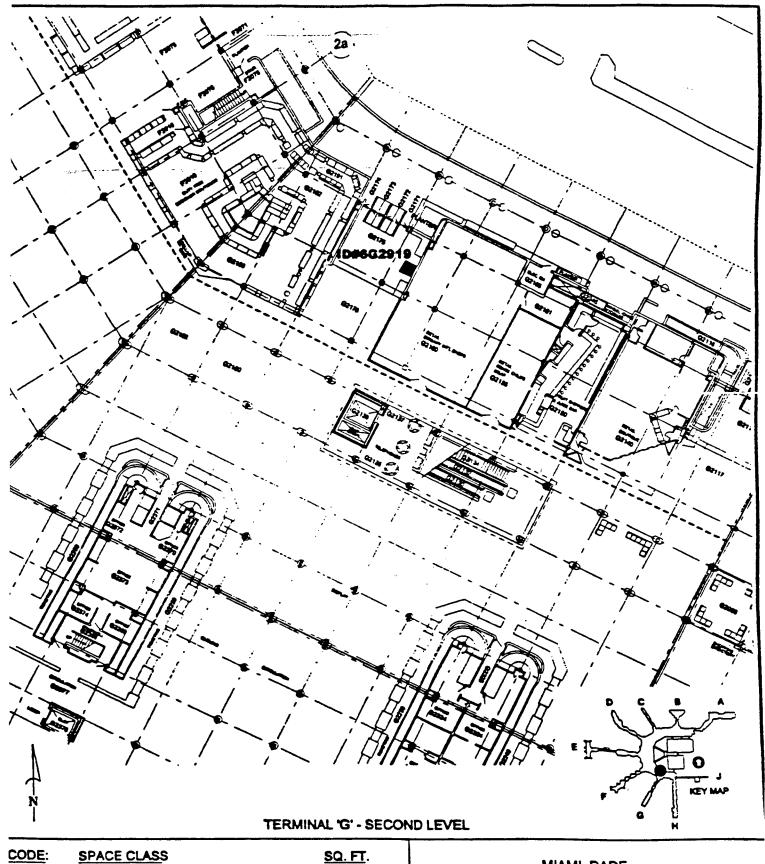
2 x 2 VENDING SITE 27

MIAMI DADE AVIATION DEPARTMENT MIAMI INTERNATIONAL AIRPORT



PHONE CARD LOCATIONS

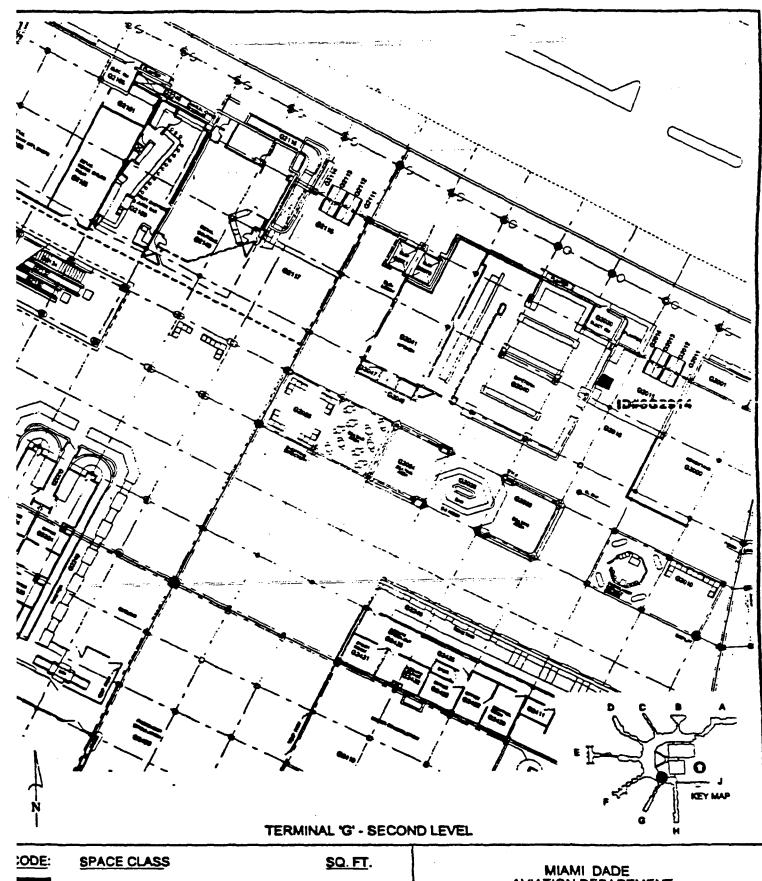




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CONCESSION
2 x 2 VENDING SITE 30

MIAMI DADE AVIATION DEPARTMENT MIAMI INTERNATIONAL AIRPORT



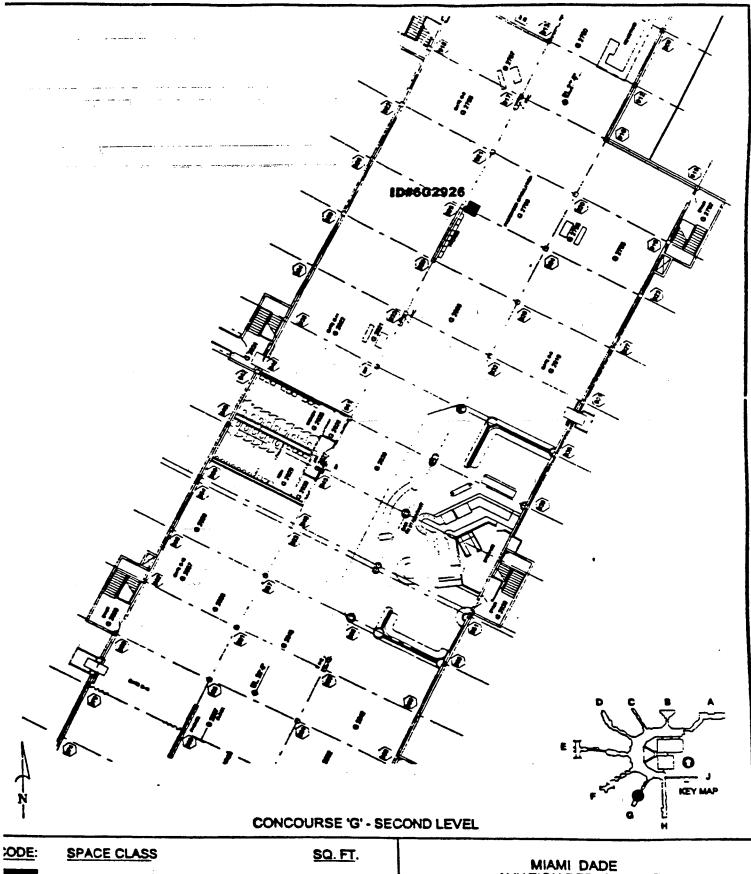
CONCESSION 2 x 2 VENDING SITE 31 MIAMI DADE AVIATION DEPARTMENT MIAMI INTERNATIONAL AIRPORT

**EXHIBIT A** 

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 ← PHONE CARD LOCATIONS

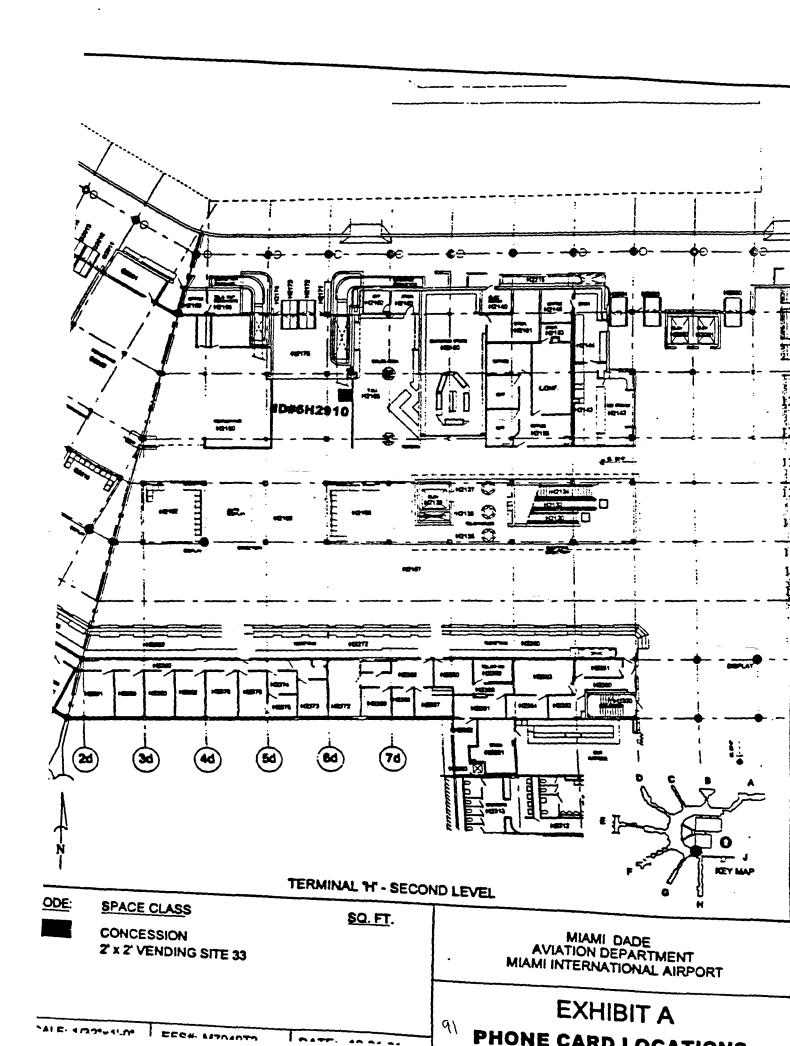
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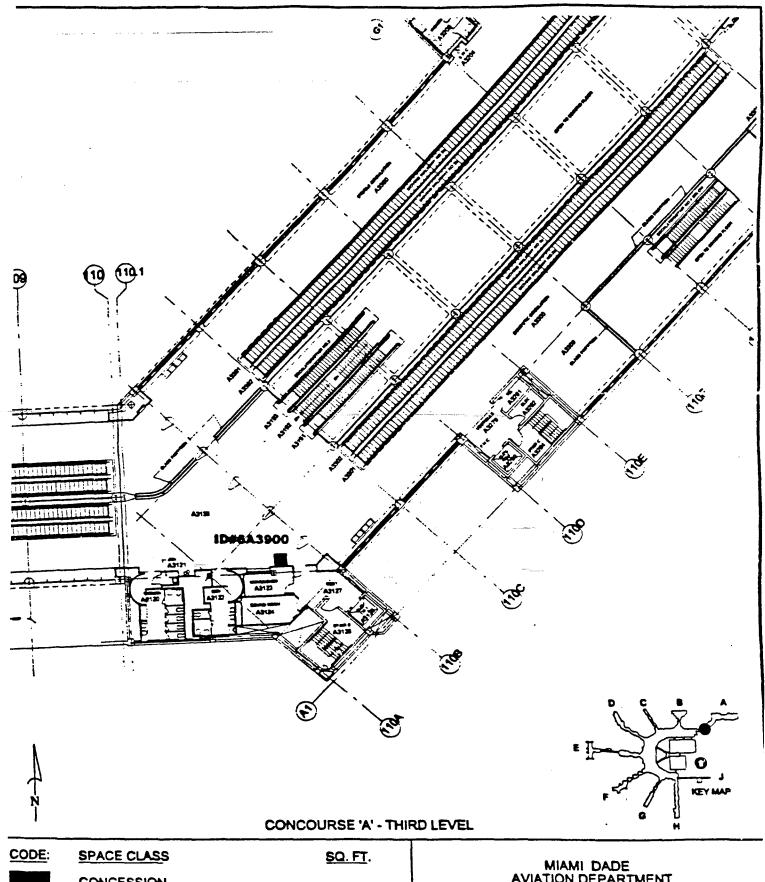
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MIAMI DADE AVIATION DEPARTMENT MIAMI INTERNATIONAL AIRPORT

CONCESSION 2' x 2' VENDING SITE 32

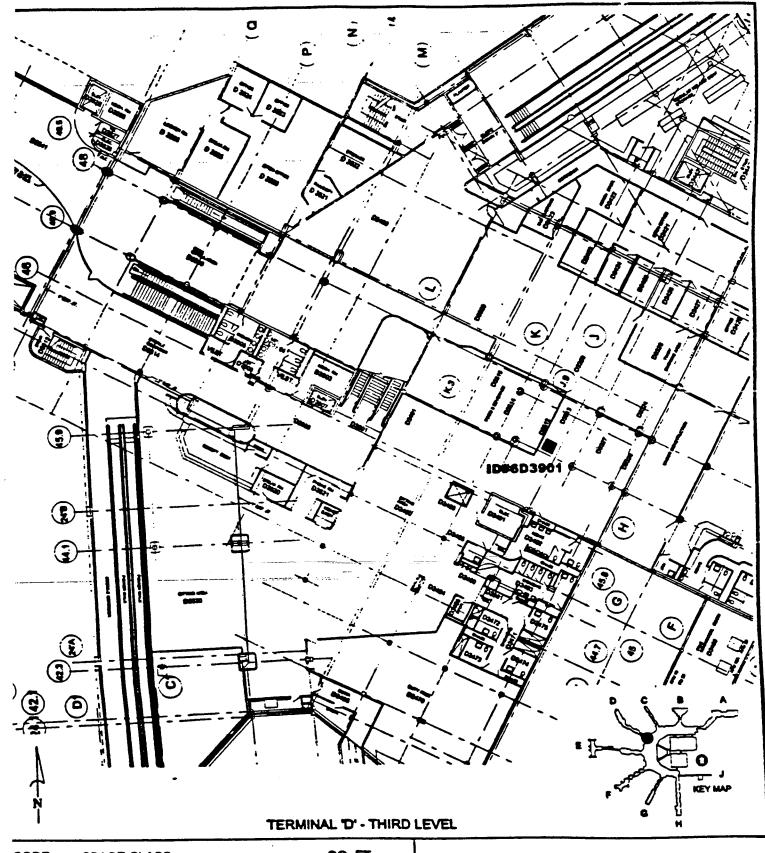




CONCESSION

2' x 2' VENDING SITE 34

MIAMI DADE AVIATION DEPARTMENT MIAMI INTERNATIONAL AIRPORT



CODE:

SPACE CLASS

CONCESSION

2 x 2 VENDING SITE 35

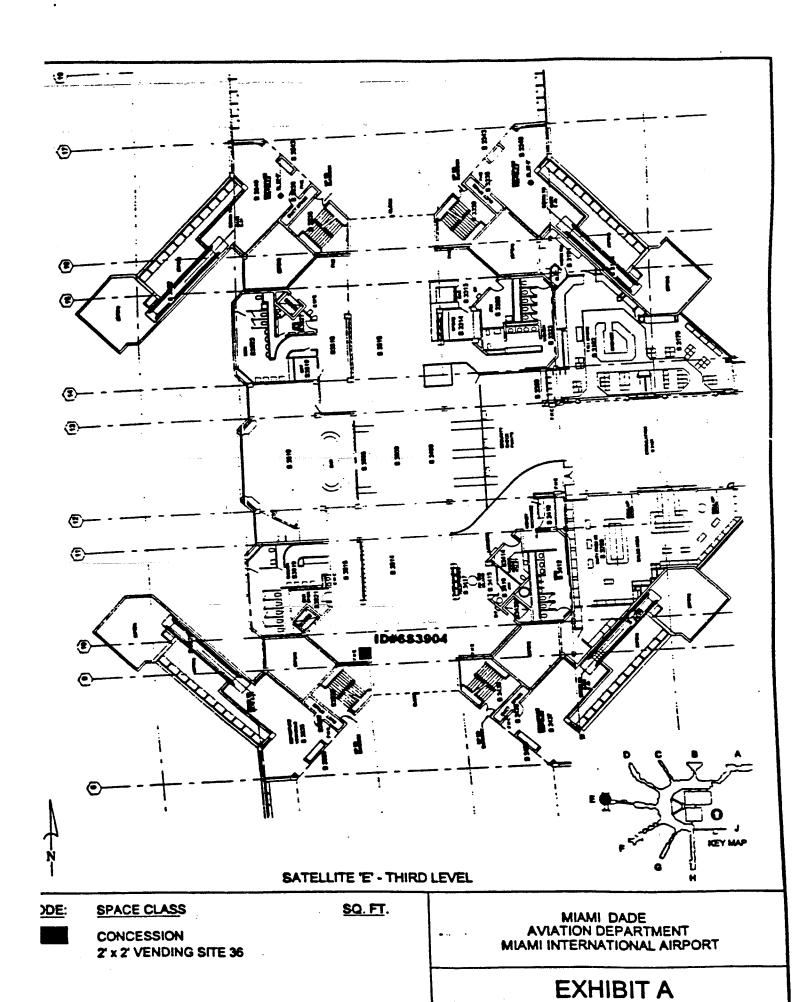
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MIAMI DADE AVIATION DEPARTMENT MIAMI INTERNATIONAL AIRPORT

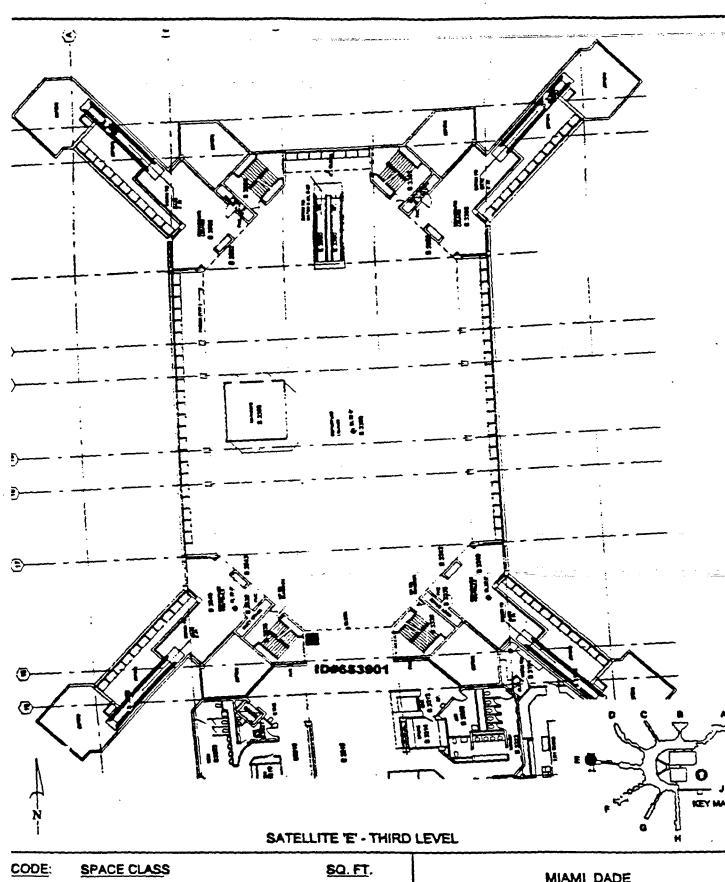
EXHIBIT A

9

PHONE CARD LOCATIONS



PHONE CARD LOCATIONS



CONCESSION
'2' x 2' VENDING SITE 37

MIAMI DADE AVIATION DEPARTMENT MIAMI INTERNATIONAL AIRPORT

**EXHIBIT A** 

### **EXHIBIT B**

# DESIGN AND CONSTRUCTION PROCEDURES

## Miami Dade County Miami Dade Aviation Department Miami International Airport May 9, 2002

## Tenant Airport Construction Non-Reimbursable Projects (TAC-N) Design and Construction Procedures EXHIBIT B

### Glossary of Terms

A/E Tenant's State of Florida Registered Architect or Engineer responsible for the design

of the project

GSA General Service Administration

MARC Miscellaneous Asbestos Recovery Contract

MCC/TAC Miscellaneous Construction Contract/Tenant Airport Construction

MDAD Miami Dade Aviation Department

NTP Notice to Proceed

TAC-N Tenant Airport Construction Non-reimbursable projects

Tenant Business Partner, Lessee

#### General Information

If a tenant wants to improve or expand a leasehold area, the tenant must first contact an MDAD Properties or Commercial Operations Manager to discuss the improvement terms of the revision agreement if the project is acceptable to MDAD.

The MDAD Properties or Commercial Operations Manager will prepare a "QUICK-CHECK FORM" (with attachments), which will be submitted to the MDAD Development Division Manager and other divisions for review and approval. Special consideration is given to its impact upon other adjacent projects underway or proposed. The attachments that will accompany the "QUICK-CHECK FORM" will include but are not limited to the following:

- a. A completed TAC-N Project Information form, copy attached.
- b. Conceptual drawings/sketches.
- c. Tenant's letter which includes a description of the project, copies of a proposed schedule and cost estimate, plus a statement requesting MDAD to approve the conceptual project for design and construction.

#### **Procedures-Design and Construction**

- 1. The MDAD Development Division Manager will assign an MDAD Project Number to the project. If approved, the "QUICK-CHECK FORM" (with attachments) will be submitted to the Facilities Division Manager who will review and assign the project to the MCC/TAC Chief who will then direct the TAC-N Project Manager to monitor the design and construction activities of the project. The TAC-N Project Manager will contact the tenant upon receipt of the project and will forward the TAC-N procedures to the tenant.
- 2. It is the responsibility of the tenant through its A/E and/or Contractor, as applicable, to:
  - a. Obtain copies of MDAD Record (As-Built) Drawings from the MDAD Technical Support Division by calling 305.876.7057.
  - b. Verify field conditions including but not limited to electrical, mechanical, HVAC, plumbing, water, sewer, structural, connecting points for all utilities/HVAC/fire protection/smoke evacuation, etc.
  - c. Ensure that the design of the project is in compliance with the MDAD Design Guidelines Manuals (MIA Terminal projects only) Guidelines is available on the Internet at (www.miami-airport.com).
  - d. Obtain a copy of the MDAD Asbestos Status Report for the project from the MDAD Environmental Engineering Division. Please call 305.876.8326 to request the report. This report is required by the Miami Dade Building Department for permitting and must be submitted along with the application for a building permit and two sets of plans, signed and sealed by the A/E of Record.
  - e. Coordinate schedules and locations for MIA terminal deliveries at the 2nd floor curbside with MDAD Landside Operations Division. Please call 305.876.7086 for coordination.
  - f. Coordinate schedules and construction within the MIA terminal with the MDAD Terminal Operations Division. Please call 305.876.7082 for coordination.
  - g. Coordinate airside accesses requirements with MDAD Airside Operations Division. Please call 305.876.7482 for coordination.
  - h. Coordinate the issuance of MDAD photo ID badges and requirements for orientation regarding airport security with the MDAD Safety and Security Operations Division. Please call 305.869.4028 for coordination.
  - i. Coordinate "SHUTDOWN PROCEDURES" with the MDAD Engineering Maintenance Division. Please call 305.876.7477 for coordination.
  - j. Coordinate requirements and specific procedures relating to permitting for DERM, DEP, dewatering excavating, trenching, stockpiling, maintenance and disposal of contaminated material. With the MDAD Environmental and Airport Engineering Division. Please call 305.869.1063 for coordination.

#### 4. Pre-Construction and Construction Meetings

The TAC-N Project Manager will determine, based on the complexity and magnitude of the project, if a pre-construction meeting is required and if regular construction meetings will be required. If required, the frequency of the construction meetings will be established based on the complexity and duration of the project. Attending the meetings will be the tenant's A/E and contractor, the MDAD representative and others as may be required. If no regular scheduled construction meetings are held, the TAC-N Project Manager or his designee will periodically visit the jobsite. The permit set of drawings is required to be kept and available on the construction site at all times.

### 5. Project Close-Out

If required, a walk through is scheduled and coordinated through the TAC-N Project Manager. It is the responsibility of the tenant to submit copies of the following, as applicable, to the TAC-N Project Manager:

- a. The signed-off building permit (inspections) within 24 hours of its issuance.
- b. Certificate of Occupancy or Completion within 24 hours of its issuance.
- c. Warranties, manuals, instructions, etc., of any equipment that will be maintained by MDAD.
- d. Record Drawings (As-Built drawings) on Bond paper, two (2) signed and sealed set prepared by the tenant's architect of Record within thirty (30) days from the issuance date of the Certificate of Occupancy or Completion.
- e. Depending upon the size or complexity of the project, the tenant may be requested to provide the TAC-N Project Manager with As-Built Mylar's, 35mm aperture cards or digital files for the project.

The TAC-N Project Manager and the tenant will closeout the project. All documents must be received by the TAC-N Project Manager from the tenant prior to project closeout.

### **EXHIBIT C**

## MINIMUM FEATURES AND STANDARDS

## EXHIBIT C PREPAID PHONE CARD VENDING MACHINES MINIMUM FEATURES AND STANDARDS

- 1. Phone card vending machine design must meet all codes, and other rules and regulations as set forth by Federal, State and Local Governments.
- 2. Phone card vending machine design, size, finishes, and colors shall be subject to prior Department approval.
- 3. Phone card vending machines will designate as free standing by location.
- 4. Phone card vending machines physical features: 24"W or 36"W by 60"H by 17"D, in addition, they should possess jam proof dispensing system, accept only \$10 and \$20 U.S. currency, 14 gauge cabinet and door, high security hardened steel lock, and scratch resistant plexi graphics protector.
- 5. Any signage must have prior approval from the Department and is subject to the terms and conditions of Section 18.19. Moving or flashing signs are strictly prohibited.
- 6. A protective floor covering at each location may be required as part of the design, or at any other time, if deemed necessary by the Department.
- 7. Phone card vending machines cannot be affixed to the Terminal Building, except by means of an electrical outlet, unless approved by the Department.
- 8. Phone card vending machines electrical outlet, permitting and installation, shall be the responsibility of the Concessionaire, pursuant to TAC-N procedures, Exhibit B. The Department will not provide, nor make available any of the existing electrical outlets for use by the phone card vending machines.
- 9. Phone card vending machines electrical cords, if used, must be covered and not create a tripping hazard or other safety hazards.
- 10. Sales Tracking: Phone card vending machines will be equipped with standard reset and non-reset counters to track interval total sales, number of cards vended, inventory control and denominations of bills accepted. In addition, provide sales information electronic printed copy.
- 11. Phone card vending machines, will be located near exits, the Concessionaire may be required, at its own expense, adequate protective devices against burglary or vandalism for the protection of the phone card vending machines, subject to Department approval.
- 12. Phone card vending machines must not have any cavities or openings in which to conceal explosives or any other type of potentially damaging material.

### **EXHIBIT D**

## STANDARDS OF OPERATION

## EXHIBIT D PREPAID PHONE CARD VENDING MACHINES STANDARDS OF OPERATION

- 1. Phone card vending machines will be operational 24 hours daily, 365 days a year with operating hours and staffing levels reflecting both the hourly and seasonal fluctuation in passenger traffic.
- 2. Deliveries must be scheduled so as not to conflict with the Airport's peak traffic times. The scheduled hours for deliveries may be revised, on an as needed basis, with prior written approval of the Department.
- 3. The Department will require the Concessionaire to affix MDAD provided decals to each phone card vending machines located in Department approved Locations. Inventory will be taken at least yearly.
- 4. Phone card vending machines will be refilled and maintained so as to always be in service.
- 5. Phone card vending machines will display, on the front and/or sides of each machine, a conversion table indicating the amount of minutes each U.S. dollar will buy for most frequently dialed countries from the State of Florida and Miami International Airport, in particular.
- 6. Phone card vending machines shall be clearly marked, in English and Spanish, within 6 inches, above and/or below the dollar bill acceptor, "EXACT AMOUNT ONLY", "MAQUINA NO DA CAMBIO" or any variation thereof.
- 7. Phone card vending machines shall be programmed not to accept denominations larger than a \$20 US dollar bill.
- 8. Phone card vending machines shall be programmed to dispense \$10 and \$20 US, phone cards only.
- 9. Prepaid phone cards must be usable from any touch tone phone.
- 10. Prepaid phone cards must provide multilingual instructions in English, Spanish, Portuguese, French, Italian and German on each card sold. The Department reserves the right, if it deems it necessary, to add other languages.
- 11. Prepaid phone cards must provide, on the back, instructions in English, on how to access the cards long distance carrier customer service. Access should be attained via a 1-800 phone number or by pressing "#", "\*" or any combination of symbols. The long distance carrier customer service must provide multilingual information, as stated above, and must be able to answer questions, resolve complaints, and issue refunds. They must be available 24 hours, 365 days a year, without charge.

- 12. The interchange network and platform supporting the prepaid phone cards shall be accessible by the card user 24 hours, 365 days a year.
- 13. Phone card vending machines shall display on the front and on each side of the machine the Concessionaire's 1-800 Customer Service number, only. The 1-800 number must be staffed and available 24 hours, 365 days a year, without charge. Customer service must include answering questions, resolve complaints and issue refunds and/or additional cards. Answering services or answering machines are not permitted.
- 14. Upon accessing the card's recorded message, in the languages specified above, to enter the PIN, a message shall advise the user of the remaining balance on the card, without charge, and while a conversation is in progress, advise the user when 1 minute of usage is left by means of a tone.
- 15. Prepaid phone cards must be refreshable from locations other than the point of purchase. The calls to refresh the prepaid phone cards must be toll free.
- 16. Concessionaire must contract with current on-site vendor or vendors, so as to provide immediate refunds to customers. Locations of refund must be clearly posted on each machine.
- 17. Concessionaire shall not affix or maintain upon the prepaid phone card vending machines, or any place within the Locations, any signs, advertising placards, names, insignia, trademarks, descriptive material or any other such like item or items. The Department shall have the right, without giving prior notice to Concessionaire and without any liability for damages to the prepaid phone card vending machines reasonably caused thereby, to remove any of same.
- 18. The areas immediately adjoining the Locations shall be kept clear at all times by Concessionaire, and Concessionaire shall not place any obstructions, garbage, refuse, merchandise or displays in such areas.
- 19. Concessionaire shall not permit storage or restocking bins to be visible to the public, except while in the actual process of restocking shelves and display fixtures.
- 20. Concessionaire, its employees, or its agents, shall not solicit business in any of the common areas, nor shall Concessionaire, its employees or its agents, distribute any handbills or any other advertising matter in common areas of the Terminal nor in any of the related parking facilities.
- 21. Concessionaire shall not engage in any trade or occupation or operate any instrument or apparatus or equipment which emits an odor or causes a noise discernible outside the Locations and which may be deemed offensive in nature.
- 22. Concessionaire shall properly control the actions of its employees at all times that said employees are working on the Airport, ensuring that they present a neat appearance and discharge their duties in a courteous and efficient manner and that they maintain a high standard of service to the public.

- 23. <u>Monitoring Services</u>: The Department shall have the right, without limitation, to monitor and test the quality of services of the Concessionaire, but shall not be required to do so. This monitoring shall include, but not be limited to, personnel, product quality, service, and assistance, through the use of any reasonable means.
- 24. Storage space is not available.

### **EXHIBIT E**

## MONTHLY REPORT OF GROSS REVENUES

### MONTHLY REPORT OF GROSS REVENUES

MONTH	d OF:		
	(Due on the 10th day the following	g month)	
To: Miami-Dade Aviation Department P.O. Box 592616 Miami, Florida 33159-2616 Attn: Finance Division		From:	Company Name Address City, State Zip Code Lease No.:
	Gross Revenues	% Fee Rate	Total % Fee
Loc#Machine ID#			
Loc#Machine ID#	***************************************		
Total All Machines			
Less: Monthly Rent			
Less: Monthly Minimum Guarantee			
% Fee Due in Excess of Monthly Rent ar	nd Minimum Guarantee		S
Payment included in Check No.:	Amount Paid:	Dated:	
I hereby certify that the above statemen	t is true and correct		
Signature	3		
Title			

Date

<sup>\*</sup> The Department reserves the right to modify this form at any time.

# EXHIBIT F NOT APPLICABLE

# **EXHIBIT G**

# MANAGEMENT LETTER SAMPLE

## Management Letter Sample

# **Independent Auditors' Report**

Board of Directors XYZ Corporation

In planning and performing our audit of the Schedule of Gross Revenues and Percentage Fees Paid to the County of XYZ Corporation for the year ended xx, 20xx, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing our opinion on the Schedule of Gross Revenues and Percentage Fees Paid to the County and not to provide assurance on the internal control structure. Our consideration of the internal control structure would not necessarily disclose all matters in the internal control structure that might be material weaknesses under the standards established by the American Institute of Certified Public Accountants.

A material weakness is a condition in which the design or operation of one or more of the specific internal control structure elements does not reduce to a relatively low level the risk that errors or irregularities in amounts that would be material in relation to the Schedule of Gross Revenues and Percentage Fees Paid to the County being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. However, we noted no matters involving the internal control structure and its operation that we consider to be material weaknesses as defined above.

This report is intended solely for the information and use of the Board of Directors and management of XYZ Corporation and Miami-Dade County, Florida and should not be used for any other purpose.

ABC & DEF, CPAs

## Audit Report Sample

## Independent Auditors' Report

Board of Directors XYZ Corporation

We have audited the accompanying Schedule of Gross Revenues and Percentage Fees Paid to the County (as defined in the Lease and Concession Agreement between Miami-Dade County, Florida and XYZ Corporation) of XYZ Corporation for the year ended \_\_\_\_\_\_\_ xx, 20xx. This schedule is the responsibility of XYZ Corporation's management. Our responsibility is to express an opinion on this schedule based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the Schedule of Gross Revenues and Percentage Fees Paid to the County is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the schedule. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall schedule presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the Schedule of Gross Revenues and Percentage Fees Paid to the County referred to above presents fairly, in all material respects, the gross revenues of XYZ Corporation for the year ended \_\_\_\_\_\_xx, 20xx and the related fees paid, as defined in the Lease and Concession Agreement referred to in the first paragraph.

This report is intended solely for the information and use of the Board of Directors and management of XYZ Corporation and Miami-Dade County, Florida and should not be used for any other purpose.

ABC	&	DEF,	CP/	7	
				XX,	<b>20xx</b>

## Compliance Letter Sample

# **Independent Auditors' Report**

Board of Directors XYZ Corporation

	dance with generally accepted auditi Percentage Fees Paid to the County	
vear ended	xx, 20xx and have issued	
	xx. We have not performed any sul	
	port on the Schedule of Gross Rever	
	dingly, this report is based on our kno	wledge as of that date and
should be read with that u	inderstanding.	_

In connection with our audit, nothing came to our attention that caused us to believe that XYZ Corporation failed to comply with the term of the Lease and Concession Agreement with Miami-Dade County, Florida insofar as they relate to the Company's book of accounts, records and reports. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance.

This report is intended solely for the information and use of the Board of Directors and management of XYZ Corporation and Miami-Dade County, Florida and should not be used for any other purpose.

<b>ABC</b>	8	DEF,	<b>CPAs</b>	i	
				XX.	20x

EXHIBIT G Page 4 of 4

the Year En	ided	, 20XX		
Month	Gross Revenues	Percentage Fee Due	Percentage Fee Paid	Balanc Due
• 		ika filakuninin - Marakan jangka anuan a <b>ngan</b> arangan angan		THE STATE OF THE S
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# **EXHIBIT H**

# PERFORMANCE BOND FOR MAG REQUIREMENTS

# PERFORMANCE BOND FOR MAG REQUIREMENTS EXHIBIT H

KNOW ALL MEN BY THESE PRES	SENTS, that we,
as Pr	incipal, and
licensed to do business in the State of Florida Dade County (Obligee), in the penal sum of	as Surety, are held and firmly bound unto Miami-
Annual Guarantee as required in Section 3.01 "Minimum Annual Guarantee", for the payme	(words and figures) of the Minimum of the Lease and Concession Agreement entitled ent of which sum well and truly to be made, the irs, executors, administrators, and successors and resents.
Agreement dated, operate an described in said Lease and Concession Agree	GATION IS SUCH that whereas by Concession Obligee has granted unto said Principal the right to at Miami International Airport and more fully ement for a term as set forth in said Agreement, a is made a part hereof and incorporated herein by
shall promptly and faithfully perform the Le	s executors, administrators, successors and assigns ase and Concession Agreement, according to the en this obligation shall become, null and void;
and ending	in full force and effect for the term commencing but may be renewed
annually thereafter by the Principal with written Certificate no later than thirty (30) days prior to	en consent of the Surety by issuing a Continuation
· · · · · · · · · · · · · · · · · · ·	less of the number of years this bond may be in not be cumulative and is limited to the stated penal
Provided further, however, that in the Surety shall be limited to the actual damages so of the Principal during the effective term of the contract period beyond which it consents to in	event the bond is not renewed, the liability of the ustained by the Obligee due to lack of performance bond. The Surety shall not be held liable for any n writing, as defined in the Lease and Concession Guarantee", and Section 3.03 "Performance Bond
under their several seals, this day of	the name and corporate seal and these presents duly signed by its undersigned rning body.
In The Presence Of:	
	(Seal)
Witness:	By:
Witness:	Surety:
	(Seal)
	By:

Bond N	No.	

# PERFORMANCE BOND FOR MAG REQUIREMENTS EXHIBIT H

KNOW ALL MEN BY THESE PR	ESENTS, that we,
as :	Principal, and
licensed to do business in the State of Florid <u>Dade County</u> (Obligee), in the penal sum of _	a as Surety, are held and firmly bound unto Miami-
Annual Guarantee as required in Section 3.0 "Minimum Annual Guarantee", for the payr	(words and figures) of the Minimum of the Lease and Concession Agreement entitled ment of which sum well and truly to be made, the heirs, executors, administrators, and successors and presents.
Agreement dated operate an described in said Lease and Concession Agr	LIGATION IS SUCH that whereas by Concession, Obligee has granted unto said Principal the right to at Miami International Airport and more fully reement for a term as set forth in said Agreement, and it is made a part hereof and incorporated herein by
shall promptly and faithfully perform the I	its executors, administrators, successors and assigns Lease and Concession Agreement, according to the then this obligation shall become, null and void;
and ending	e in full force and effect for the term commencing  but may be renewed tten consent of the Surety by issuing a Continuation to the renewal date.
Provided further, however, that regar	dless of the number of years this bond may be in ll not be cumulative and is limited to the stated penal
Provided further, however, that in the Surety shall be limited to the actual damages of the Principal during the effective term of the contract period beyond which it consents to	e event the bond is not renewed, the liability of the sustained by the Obligee due to lack of performance he bond. The Surety shall not be held liable for any in writing, as defined in the Lease and Concession al Guarantee", and Section 3.03 "Performance Bond
inder their several seals, this day of	the name and corporate seal and these presents duly signed by its undersigned erning body.
n The Presence Of:	
	(Seal)
Vitness:	Ву:
Vitness:	Surety: (Seal)
	By:
	116

# **APPENDIX A**

# LATIN AMERICAN ENTERPRISES, INC. PROPOSAL SUBMITTAL

# Proposal for the Propos

# Miami International Airport





Latin American Enterprises, Inc.

"LA	" LATIN AMERICAN ENTERPRISES "					
or a company of the c	TABLE OF CONTENTS					
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	Minimum Qualifications and					
	Questionnaire Form (MQQF)					
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2	Minimum Qualifications and Questionnaire Form (MQQF)					
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	Disadvantaged Business					
3	Enterprise Participation					
	Plan/Provision					
1	Disadvantaged Business					
4	Enterprise Participation  Plan/Provision Attachments					
Plan/Provision Attachments						
5	Single Execution Affidavits					
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	Single Execution Affidavits					
6	Attachments					
	Attachments					

# Latin American Enterprises, Inc.

Minimun
Qualifications and
Questionnaire Form
(MQQF)

# APPENDIX A

# MINIMUM QUALIFICATIONS AND QUESTIONNAIRE FORM (MQQF)

(To be filled out by bidder)

All information requested in this Bidder Minimum Qualification and Questionnaire <u>MUST</u> be furnished by bidder, and <u>MUST</u> be submitted. All information requested in the Subtenant Qualification Questionnaire also <u>MUST</u> be furnished by each prospective Subtenant of the bidder, and <u>MUST</u> be submitted. Statements must be complete and accurate and in the form requested, and <u>MUST</u> be signed before a notary public. Omission, inaccuracy or misstatement <u>may</u> be cause for rejection.

1)	Name and address of bidder exactly as it is to appear in the Agreement:
	LATIN AMERICAN ENTERPRISES, ONC.
	2929 SW 3rd AVE + Hird FLOOR
	MIAMI, FL 33129
2)	Official contact or representative of bidder for purpose of this Bid:  Name TVAN TOSE VINO
	Title PRESIDENT
	Address 2929 SW 317 AVE third Floor. MIAMI, FL 33129
	Phone # $\frac{(305)}{854-1414}$ Fax # $\frac{(305)}{856-1410}$
	Email address JPINO @ TELELINKUSA NET
3)	Bidder, if selected, intends to carry on the business as: ( ) individual ( ) Partnership ( ) Joint Venture
	Corporation () Other () If "Other" attach explanation.
	() If "Corporation", is bidder a subsidiary? Yes No **
	If yes, Name and Address of parent corporation

<b>a</b> .		not app	h partner or member ( ) I i Cable dress	Share
		4 married Comment		The replacement could be suggested as the succession of the Section of the Sectio
		- Appropriate for the control of the		
b.	Date of Organiza	ation		
C.	General or Limit	ted Partnership (	If applicable)	
d.	Where Recorded	County	State	Date
e.	Registered in Flo	orida If	so, when	
<b>.</b>	2	***************************************	***************************************	
r	Attach constat (1	1) Dommonthin A	manment and (2) Cer	tificata arridancina
f.		•	greement and (2) Cer itious Name Statute, i	
		the Florida Fict	itious Name Statute, i	
lf a	compliance with	the Florida Fictions the following:	tious Name Statute, i	f applicable.
If <b>a</b> a.	Compliance with  Corporation, answer	the Florida Fiction of the following:	ORATED IN I	ECEMBER 17,
<b>If a</b> a. b.	Compliance with  Corporation, answer  When incorporate  In what state	the Florida Fiction of the following:  ed ON CORP  LORIDA	Itious Name Statute, i SORATED IN I	ECEMBER 17,
If <b>a</b> a. b.	Compliance with  Corporation, answer  When incorporate  In what state	the Florida Fiction the following:  ed ON CORP  LORIDA  fregistration with	STATE  The Florida Secretary of	SECEMBER 17,
If <b>a</b> a. b.	Corporation, answer When incorporate In what state If foreign, date of Name, address, enfollowing officers	the Florida Fiction the following:  ed <u>ON CORP</u> LORIDA  fregistration with  experience in the	STATE  th Florida Secretary of business and amount	of State
If <b>a</b> a. b.	Compliance with Corporation, answer When incorporate In what state If foreign, date of Name, address, ex	the Florida Fiction of the following:  ed <u>ON CORP</u> LORIDA  fregistration with experience in the state of the following:	STATE The Florida Secretary of business and amount	State  State  State  State  State  State  State  State  State
If <b>a</b> a. b.	Corporation, answer When incorporate In what state If foreign, date of Name, address, enfollowing officers	the Florida Fiction the following:  ed <u>ON CORP</u> LORIDA  f registration with experience in the state of the	STATE  The Florida Secretary of the Pino  TOSE PINO  TOSE PINO	of State  stock held by the  stock: 1  Stock: 1
If <b>a</b> a. b.	Corporation, answer When incorporate In what state If foreign, date of Name, address, enfollowing officers President:	the Florida Fiction the following:  ed <u>ON CORP</u> LORIDA  f registration with experience in the state of the	STATE  The Florida Secretary of the Pino  TOSE PINO  TOSE PINO	State  State  State  State  State  State  State  State  State
If <b>a</b> a. b.	Corporation, answer When incorporate In what state If foreign, date of Name, address, enfollowing officers President: Vice President:	the Florida Fiction the Florida Fiction with the following:  ed <u>ON CORP</u> LORIDA  fregistration with the serience in the seri	STATE  The Florida Secretary of the Pino  TOSE PINO  TOSE PINO	of State  stock held by the  stock: 1  Stock: 1
If <b>a</b> a. b.	Corporation, answer When incorporate In what state If foreign, date of Name, address, enfollowing officers President: Vice President: Secretary:	the Florida Fiction the Florida Fiction with the following:  ed <u>ON CORP</u> LORIDA  fregistration with the serience in the seri	STATE  The Florida Secretary of the Pino  TOSE PINO  TOSE PINO	State  Stock: 19  Stock: 19  Stock: 19  Stock: 19
	Corporation, answer When incorporate In what state If foreign, date of Name, address, enfollowing officers President: Vice President: Secretary: Treasurer: Other:	the Florida Fiction the following:  ed ON CORP  LORIDA  fregistration with experience in the standard from TUAN  TUAN  TUAN  NONE	STATE  The Florida Secretary of the Pino  TOSE PINO  TOSE PINO  TOSE PINO  TOSE PINO  TOSE PINO	State  Stock: 19  Stock: 19  Stock: 19  Stock: 19

Ĉ.	•	ss and shares of stock held by each Membe	er of the Board of
	Chairman	JUAN JOSE PINO	ADDRESS: Z929 SW3 TO Ave, thin
•	Member	NONE .	MIAMI, FL 33129
	Member	NONE	,
	Member	NONE	shares of strok:
	Member		
	(A Principal S	Stockholder is defined as a stockholder who utstanding stock of the corporation).	
	Amount of ca	pital stock subscribed \$	
f.	"Good standing registration was compliance with the compliance wit	ng" issued by the Florida Secretary of State ith Florida Secretary of State, and (4) certifith the Florida Fictitious Name Statute, if	e, (3) proof of lifeate evidencing applicable NOT applicable
g.	Name and add	ress of Florida Registered Office/Agent, poncession Agreement. Registered	orsulant to Article a gent: Tran J. Pr
		where me to now me. Might Cl 33	address: 7859NW15
(A)	The Joint Ventur	re Bidder	
	(1)		corporation,
	authorized to	do business in the State of Florida. The	officers of the
	President:		
	Vice Presider	nt:	
	Secretary:		· · · · · · · · · · · · · · · · · · ·
	Treasurer:		
	f.  g.  If Jo.  (A)	Chairman  Member  Member  Member  Member  Name, addres (A Principal Somore of the original state)  Total capitality Amount of cate Amount paid  f. Attach copy of "Good standing registration with compliance with state	Member NONE  Name, address and shares of stock held by other princip (A Principal Stockholder is defined as a stockholder wh more of the outstanding stock of the corporation).  Total capitalization \$

	(2)			, a	corporation,
		(Corporate Name)		(State	
		President:	<del>*************************************</del>	and the second s	
		Vice President:			
		Secretary:	O days		
		Treasurer:			
	(3)		~ 1		
		(	Sol	е Рторп	etor of partner)
	(4)		Sol	e Propri	etor of partner)
<b>(</b> B)					er of the Joint Venture, or other d to bind the Joint Venture is:
				, wł	(Title)
	:	(Name)			(Title)
				, of	enturer)
		(Name	of	joint ve	enturer)
		Joint Venture, of whature Agreement.	atev	er com	position, must attach a copy of the Joint
	corp issue direc	oorate charter; (2) a cu ed by the Florida Secr	rren etar ite e	nt certif ry of Str widenci	Venture must attach: (1) a copy of its icate of corporate "Good Standing" ate; (3) a complete list of officers and ing compliance with the Florida le.
	mem	bers of the joint vent	uте,	it must	s name other than the names of the attach proof of registration under the 865.09, Florida Statutes.
			mar	ice (ref	non-affiliated references for erence letters may be submitted).
~	Con Manager				
<del></del>					

7)

	SEE ATTACHMENT 8
•	te number of persons employed by you who are engaged in your retail iness.  NO AMERICAN ENTERPRISES HAS ACTUALLY 27 (TWE
is a pub have limit percentage Sha outs be defined.	idder is an individual, attach personal financial statement (net worth): if bidder company, attach company's financial statement, audited by an independent lic accountant. List any and all businesses which involve sales in which you e a financial interest; the nature of your interest (sole owner, general partner, ited partner, corporate shareholder, etc.); your share of each business in centages; and the gross sales of each business for each of the past five years. The standing shares and in which the bidder's holdings represent less than 1% of standing shares and in which the bidder has no management interest need not lectared here.  Attachment 10  ILURE TO MAKE FULL DISCLOSURE AS REQUIRED ABOVE MAY SULT IN DISQUALIFICATION OF BID OR, IF DISCOVERED TER AWARD, IN TERMINATION OF LEASE.
(1)	Please provide the names and addresses of each of bidder's officers, directors, shareholders, affiliates (as defined below), or other persons expected to make significant contributions to the business of bidder (collectively referred to as "Principal" or Principals"). Describe accurately and completely their respective relationships with bidder, including (without limitation) their ownership interests and their anticipated role in the management and operations of bidder.
(2)	Please describe the general development of bidder's business during the past ten (10) years, or such shorter period of time that bidder has been in business. If bidder has been in business for a shorter period of time, please provide similar information regarding the Principals of bidder.
(3)	Please state whether any of the following events have occurred in the last fifteen (15) years with respect to bidder or any Principal of bidder. If any answer is yes, fully explain:
	(a) a petition under the federal bankruptcy laws or state insolvency laws was filled by or against, or a receiver, fiscal agent or similar officer was appointed by a court for, the business or property of such person, or any partnership in which he or she was a general partner at or within

two years before the time of such filing, or any corporation or business association in which he or she was an executive officer at or within two years before the time of such filing;

/ES STE ATTACHMENT 10-(3)-(a)

- (b) such person was convicted in a criminal proceeding or is a named subject of a pending criminal proceeding (excluding traffic violations or other minor violations):
- such person was a subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently or temporarily enjoining such person from, engaging in any type of business practice, or otherwise eliminating a type of business practice; and
- (d) such person has been the subject of any criminal or civil proceeding pertaining to concessions operations at any airport, or pertaining to any aspect of the aviation industry; if so, please fully explain.
- of any Principal, or any person or entity with which such person has a business relationship, has or had within the last fifteen (15) years (i) directly or indirectly a business relationship with the Miami-Dade County (including Airport), (ii) directly or indirectly receives or received revenues from Miami-Dade County (including Airport) or (iii) directly or indirectly receives or received revenue from the result of conducting business on County property or pursuant to any contract with the County. Please describe any such relationship. YES, SEE ATTACHMENT 10- (4)
- (5) Please state whether bidder, any Principal of bidder or any of their family members has or had within the last fifteen (15) years, a direct or indirect business relationship with any elected or appointed County official or an affiliate or with any County employee or any affiliate, and fully describe such business relationship.
- The County needs to have litigation information regarding any lawsuits by or against Miami-Dade County or any of its departments or agencies. In addition, please advise of any civil or criminal litigation including but not limited to any claims, fines, proceedings, arbitration, lawsuits, actions, charges, indictments, prosecution and/or incident reports arising out of the business or relating to prepaid phone card vending machine operations. The County also needs to be advised whether any internal attorney, external attorney, or external auditor has stated that any litigation involving the business entity desiring to bid on this Invitation to Bid,, no matter where that litigation may be pending, will have a material adverse effect on the entity's financial statements. Finally, the County needs to have information on any lawsuit involving the termination of prepaid

phone card vending machine concession agreements with a business entity or its corporate parent of affiliated companies.

If so, give details: (Use extra sheets if needed)

SEE ATTACHMENT 11

- The Proposer represents that it (is/is not) owned or controlled by a parent company. For this purpose, a parent-company is defined as one which either owns or controls the activities and basic business policies of the Proposer. To own another company means the parent company must own at least a majority (more than fifty percent (50%) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine or veto basis business policy decisions of the Proposer, such other company is considered the parent of the Proposer. This control may be exercised through the use of dominant minority voting rights, use or proxy voting, contractual arrangements or otherwise. IT IS NOT CONTROLLED
- The Bidder understands that the information contained in this Qualifications Form and Exhibits is to be relied upon by the County in its considerations for awarding the Concession Agreement and such information is expressly warranted by the Bidder to be true and correct. The undersigned Bidder agrees to furnish upon request any additional information, prior to award of the Concession Agreement, as may be required by the County under the Bid Documents.

The Bidder understands that the County has the right to verify the imformation submitted and to seek any additional information relating to the qualifications of the Bidder. The discovery of any misrepresentation, which, in the sole opinion of the County, materially affects the qualifications of the Bidder to per form under the Concession Agreement, shall be cause for the County to reject the Bid of the Bidder and, if discovered after the award of the Concession Agreement, to cancel the Concession Agreement without liability by the County to Concessionaire.

In executing this Bid, the Bidder certifies its understanding that Dade County reserves the right to reject any or all Bidders, to waive irregularities, and to readvertise.

The undersigned hereby vouch for the truth and accuracy of all statements, answers and representations made in this questionnaire, including all supplementary statements hereto attached. (Individual, co-partner, joint venturer, authorized officer of a corporation).

For purposes of this questionnaire "affiliate" means any person or entity which directly or indirectly or is controlled by, or is under common control with, a person. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

BIDDER	BIDDER (If Corporation):
(If individual, partnership or joint venture):	
Name:	Name: LATIN AMERICAN EN
By:	By:
Signature	President DAN TOSE RINO
Print Name Title:	Attest: Print Name
THE.	Secretary  Print Name
Witnesses to above signature:	Time is affic
Signature	(CORP. SEAL)
Print Name	······································
Signature	
Print Name	

Note: Bidder must submit one completed original and two copies of this Form, individually executed.

BIDDER (If individual, partnership or	BIDDER (If Corporation);
joint venture):	
	Name: (ATIN AMEDICAN ENTERpuit
	Se p <sup>ost</sup> sisses some some some productive some some some some some some some som
Signature	Transition Prop
Print Name	Prix N ame
Service 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Attest: Secretary
	Prin Name
Witnesses to above signature:	
	(CORP. SEAL)
Signature	
Print Name	
Signature	
Print Name	

Note: Bidder must submit one completed original and two copies of this Form, individually executed.

BIDDER	BIDDER (If Corporation):
(If individual, partnership or	
joint venture):	
₹·	
Name	Nate LATIN Strenday Entropy is,
(3) では、必要が出場をしている。 (3) では、必要が出場をしている。 (4) では、これでは、これでは、これでは、これでは、これでは、これでは、これでは、これ	The second section of the second seco
W 70	Dean
	35 m
Signature	President
TO THE STATE OF THE PROPERTY O	THE YIND
Print Name	Print Name
	Attest:
Street Principle of Control of Co	T Secretary O
	. Ivan the Vino.
	Frin Name
Witnesses to above signature:	க ச <del>ிக்க</del> க 77 <del>இதுக்கும்</del>
44 1977-2019-7 FA Store L. C. Carling and C.	
	//\DD cE41\
Signature	(CORP. SEAL)
Signature	
ARCHER PLANTING THE LOCKETH OF THE LOCKET PROPERTY OF THE PROPERTY OF THE LOCKETH	
Print Name	
,	
Signature	•
-	
Print Name	

Note: Bidder must submit one completed original and two copies of this Form, individually executed.

# PRINCIPAL (If Corporate Joint Venture)

	(Corporate Name)
(Corporate Name)	(Corporate Nakio)
President	Presiderat
AttestSecretary	Secretary
(CORPORATE SEAL)	(CORPORATE SEAL)
PRINCIPAL (If Pa	artnership Joint Venture)
- NOT	applicable - (D) CORPORATE JOINT VENTURES
(C) CORPORATE JOINT VENTURER	(D) CORPORATE JOINT VENTURES
(Name of Joint Venturer)	(Name of Joint Venturer)
Title	Title
Witnesses for Above Signature	Witnesses for Above Signature

# PREPAID PHONE CARD VENDING MACHINE SERVICES MINIMUM QUALIFICATION AND QUESTIONNAIRE FORM

	2.50 m	Describe Type and Number of Years Experience, e.g.: OW-Ownership Years M-Management Years	Type of Business Arrangement: Sub-Tenant, Tenant,	Store Libeation (A & Airport Address, City, M = Mail		Kehtil Kanual Vi V. Fee	Rendi () From () Year	Provide Vent of
	HENRY PEREZ (305) %9 - 4174	OW/N/O: TYEARS- Present	TENNANT	CONCOURSES MIAMI S A,C,D,E,F,G MIKPORT	CONCOURSES MIRMI SNYL & 1,000,000 1,C,D,E,F,G A1,000KT	\$ 1,000,000	25 %	7/21/95 Prescut
	LEAH HINES (617) 973 5500	OW/M/O: 3years	TENNANT	Terminals N.B.C, D, E	BOSTON LOGAN \$215,000	\$215,000	15%	4/22/96 10/28/98
	PATRICK HCGREGOR (412)590 GGB	ow/M/0: 3years	TENNANT	CONCOURSE PITTS BUTCABUR	ـــــــــــــــــــــــــــــــــــــــ		15./:	12/29/9 31/12/01
	19476104 TALBOT (1017) 825 7301	0w/m/0:5 years-	TENNANT	LEVELS 1,2,3 MAIN TERMINAL	LEVELS 1,2,3 SPINT- MAIN TEMINAL DRITH MIDDEL	1,08 000,042\$	%0€	9 126 Piz
133	DAN CLARKE (401) 737 4000	OW/M/O: 3years	TENNANT	2 Level gaTes 1-8,9-18,9-22	2 Level gates Providence, \$25,500 15%.	005'52\$	15%	4/8/97- 3/7/200
	Fred SOSA (7+7) 791 3840	OW/M/O: byears.	TENNANT	Concourte A, B, C, D	SAN JUAN JUI CARPORT	1/4 5	% 8 %	12/30/95 Present
	ELLIOT RODRIGUEZ DW/M/O: 4 years	OW/M/O: Hyears	TENNANT	9'7'1 sppoa	SAN TUAN SEAPORT (PUERT	1/2 coo'01\$ a	10/0+	10/20/97 Present
5	MANUEL SANDSCANASIO	ow/4/0:3years-	Tennaut	inkrishma MADKID Brims (BARAJA)	MADCID BACAJAS) -	\$216,000   50%	5°/0	9 129/90 Present
<u>ي</u>	1 . 2 00 1 6 . 1	DAY SOLI			NATA N			

Please make additional copies if needed.
Reference Minimum Qualifications in Section 1.3
Attach supporting documents

CONTRACTS CODIES IN ATTACHMENT

# Latin American Enterprises, Inc.

# **ATTACHMENTS**

Minimun Qualifications and Questionnaire Form (MQQF)

## Juan Jose Pino

Age 41 - nationality: argentine 2929 SW 3<sup>rd</sup>. Ave, third floor Miami, FL 33129

Ph: (305) 854 1414 Email: Jpino@telelinkusa.net

## EDUCATION:

Bs. As., Argentina: BSC- in Business Administration: Major in Accounting, Macro/Micro Economics and Statistics (John F. Kennedy University, 1981)

### WORK EXPERIENCE

Mar. 91 - Present

Latin American Enterprises, Inc

-President

May 90 - Apr. 95

Line Haul Services (LHS)

-Vice President

Apr. 88 - May 90

Cab Carrier a Bordo / Carrier Air Facility

-Founder and Vice President

Jan . 85 - Mar 88:

Aerodoc International Courier

-Founder and President

Jul 82- Jan. 85

Interdoc Courier

-General Manager

Jan 80- Jul 82

Argentine Interior Ministry

-Internal Auditor

Dec 77 - Jan 80

Argentine Interior Ministry

-Budget Controller

### LANGUAGES

English/Spanish - fully bilingual Portuguese

# 10.00

# LATIN AMERICAN





# The World of International Telegar



# About the Company

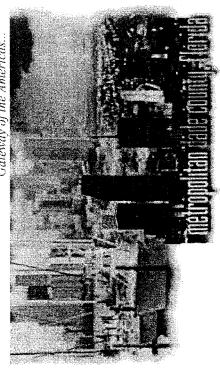
global telecommunications company, with headquarters in Miami, Florida, provider of international prepaid phone card services. We offer consumers and businesses a full range of services including:

- · Prepaid Phone Cards (TeleCard)
- · Callback Service
- Vending Machines at international airports and seaports worldwide.
- · Communications software development

At Latin American Enterprises, we encourage you to explore our advantages and convenient quality service, at competitive budget rates, whenever and wherever you call.

Speak with one of our top-rated customer service representatives available to you 24 hours a day, 7 days a week.

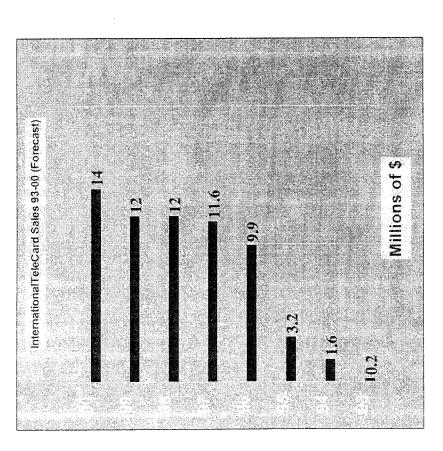
...Strategically located at the Gateway of the Americas...



# Headquarters: Latin American Enterprises, Inc. 2929 SW 3rd Ave, third floor

Miami, FL 33129

# The success of Latin American Enterprises, Inc.



Founded in 1990, in Miami, Florida, Latin American Enterprises has shown a strong sales growth reaching an average increase in sales of 1600% per year from '93 to '96.

For 2002, an increase in sales of 16% is expected compared with the year 2000.

Remarkably, Latin American Enterprises' sales world-wide showed a cumulative sales growth of 6,000% from '93 to



# Corporate Experience

can be found at international airports, cruise seaports and notels Through vending machines or sales stands, TeleCard

\* United States

Miami International Airport Miami, Plorida.

Orlando International Airport, Orlando Florida.

Puerto Rico: San Juan International Airport

San Juan Scaport

\* Argentina Buenos Aires International Airport

\* Brazil

\* Colombia

Rio de Janeiro International Airport.

Sao Paulo International Airport

Bogota Puente Aéreo International Bogota International Airport

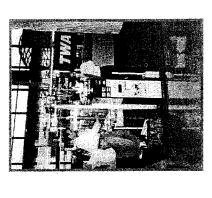
Medellin International Airport

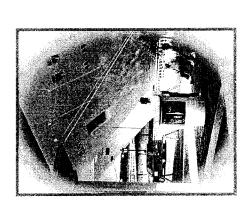
Cali International Airport

Barranquilla International Airport

Santo Domingo International Airport

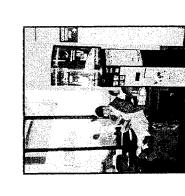
\* Dominican Republic







# Corporate Experience



Mexico:

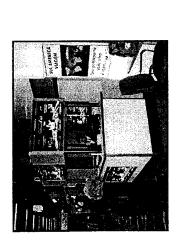
Mexico DF, International Airport

Madrid International Airport (Barajas)

Spain

Palma de Mallorca Seaport

Latin American Enterprises, Inc. expects to open operations in several more Airports during the year 2002.



Rio de Janeiro, Brazil



Miami International, Florida



# South American Airports, in Some of our Stations in

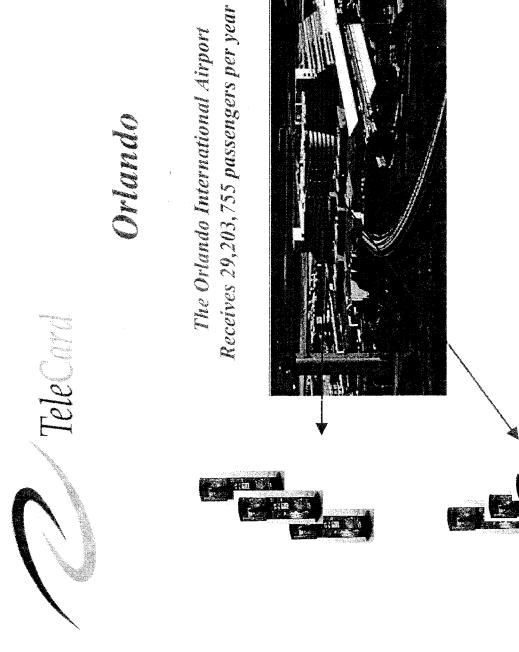
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•The Miami International Airport handles 27, 994,193 passengers per year.



• Our multilingual Customer
Service operators are available
all year round, 24 hours a day,
7 days a week.

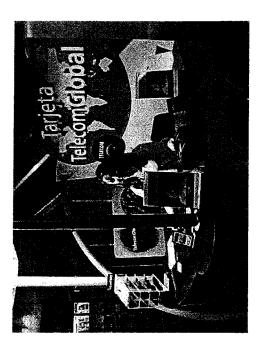


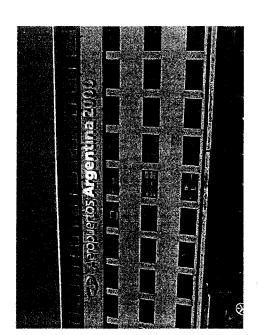
At this Airport we have 47 vending machines in operation.



## Argentina

Our stand at the International Airport in Ezeiza, Buenos Aires. This is part of the Joint Venture Agreement signed with Telecom Argentina. The total annual traffic is 5,806,920 passengers.



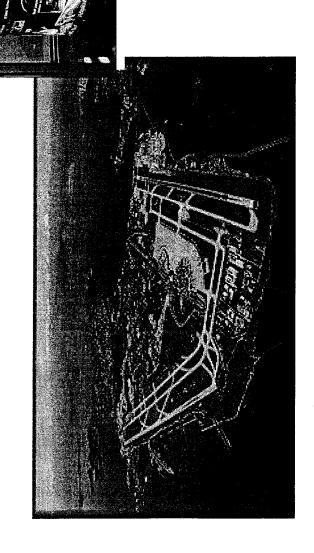


Ezeiza International Airport

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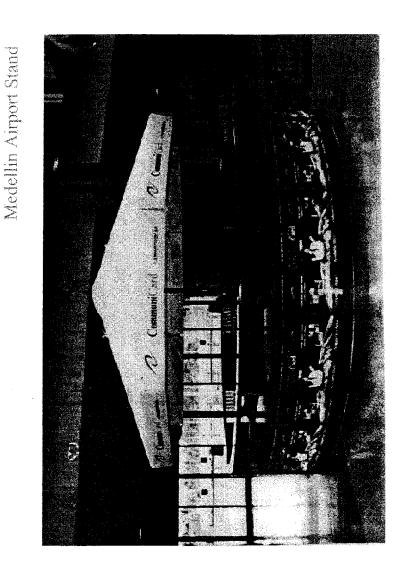
### Brazzi.

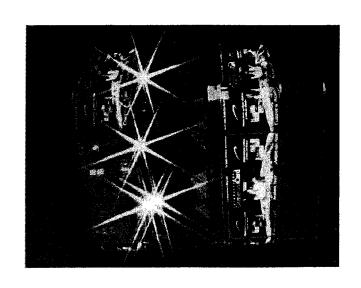
Our stand is located in the International Airport of Rio de Janeiro. The total annual traffic is 5,772,174 passengers.





## Colombia

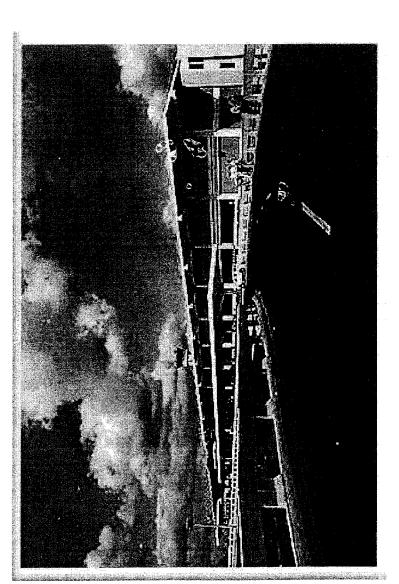




Barranquilla Airport Stand

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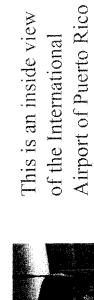
# Dominican Republic



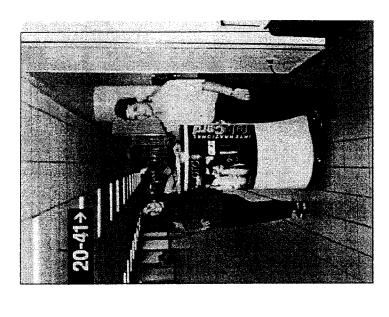
"Las Americas"; is a very active airport, with an international traffic of 2,722,706 passengers per year.



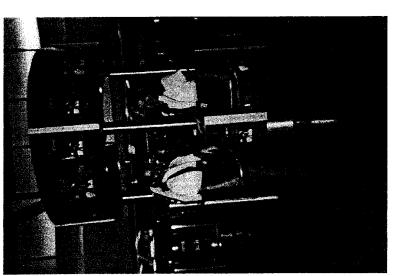
## Puerto Rico



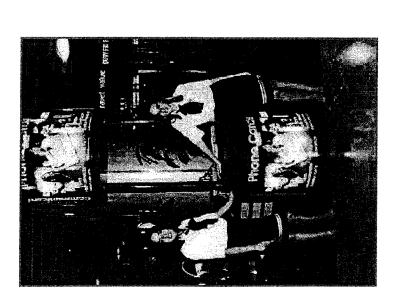
The International Airport of Puerto Rico has an annual traffic of 9,421,054 passengers.



in the picture at left the person responsible for the control of the vending machines worldwide and at right the responsible in Puerto Rico



# Tele



### Spain

Our stand at the Madrid-Barajas Airport. Traffic at this airport is 27,994,193 passengers per year.





## Total Traffic

• United States	
• Miami	33,899,332
• Orlando	29,728,145
• Pittsburgh	18,785,728
<ul> <li>Argentina</li> </ul>	
• Buenos Aires (Ezeiza)	5,806,920
• Bolivia	
• Sta. Cruz de la Sierra	251,167
• Brazil	
• Rio de Janeiro	5,772,174
• Belho Horizonte MG	954,710
• Colombia	
• Bogota	4,800,002
• Medellin	1,900,156
* (al:	1,650,000
• Barranquilla	1,280.560
<ul> <li>Dominican Republic</li> </ul>	
• Sto.Domingo	2,722,706

• Guatemala	
• Guatemala City	000005
 • El Salvador	
* San Salvador,	1372,167
• Paraguay	
* Asunsion	58,134
• Peru	
2U	360,567
• Puerto Rico	
* San Juan	9,421,792
• Spain	
• Madrid-Barajas	27,994,193
• Uruguay	
* Montevideo	9,594

# 

Source: ACI Traffic Report 1999

# Products



# International TeleCard Phone Card



\$ 20 Card



Instructions on back of card

\* TeleCard is a state-of-the-art prepaid calling card that allows the user to easily communicate from any phone, anywhere through a toll-free access number.

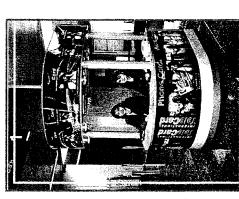
fiber-optic lines 24 hours a day with no black-out periods.

Our multilingual customer service department is also available 24 hours a day, all year.

# Tele

# International TeleCard Phone Card

TeleCard prepaid phone cards may be used to and from over 200 countries from any touchtone phone to connect you anywhere, anytime with anyone. Toll-free access numbers are available from over 60 countries



forge Chavez International Airport Lima, Peru.

## No connection fees or taxes

Convenience
Anonymity
Peace of mind
Economy







# TeleCard Standard Features

- Menu Driven Features
- Toll Free Customer Service
- Rechargeable
- Usage Reports
- Card Balance Information

- \* Automatic Increments
- Voice Mail
- Pre-programmed 99 Speed Dials
- Redial



# Mcarmival Cruise Lines







### Migmi, International Airport.

Greater Orlando Aviation Authority







Florida Lottery





BellSouth Chile





We're here for the children





# Company Information



# Company Information

### Headquarters:

Latin American Enterprises, Inc.

2929 SW 3rd Ave, Third floor Miami, FL 33129 Ph (305) 854 1414 Fax (305) 856 1410

Toll-free USA 1-800-568-8929



7e/e Online

For additional news and information see us online at:

www.telelinkusa.net



## Company Directory

	1-800-568-8929	305-356 4067
Peter Hoch, Technical Director Ext. 115	Customer Service (from USA)1-800-568-8929	Customer Service (outside USA)



### International Telecard

Every TeleCard package contains:

- Prepaid phone card
- · User instructions in English, Spanish, Portuguese, French, Italian
- Touch-tone voice prompts in 13 languages
- Toll-free access numbers from over 60 countries

24 hours multilingual top-rated operators customer service 1800 568 8929



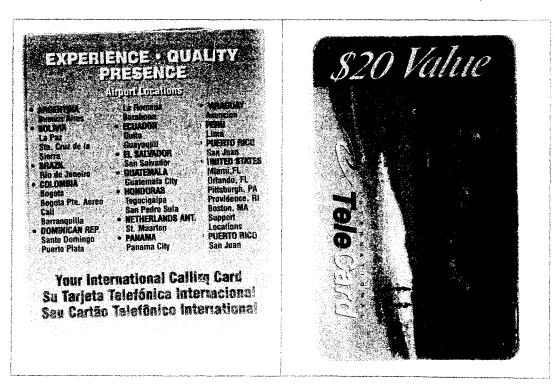
### International Telecard

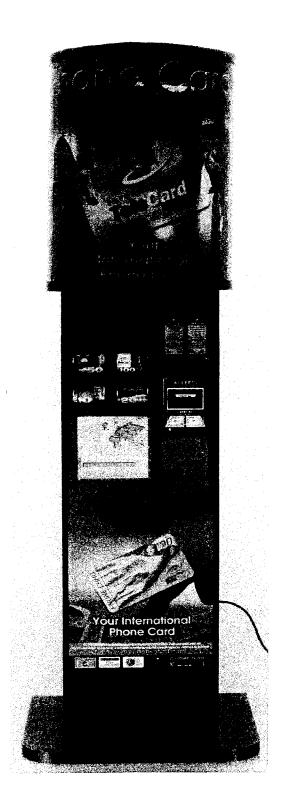
### Every TeleCard package contains:

- Prepaid phone card
- · User instructions in English, Spanish, Portuguese, French, Italian
- Touch-tone voice prompts in 13 languages
- Toll-free access numbers from over 60 countries

24 hours multilingual top-rated operators customer service 1800 568 8929

US \$20.00





Model TA - 40 Front view

Specifications
Height: 60"
Width: 24" Depth: 17"



Model TA - 40 Side view

**Specifications** 

Height: 60" Width: 24" Depth: 17"

### **GROSS SALES**

MINIMUN
QUALIFICATIONS
QUESTIONNAIRE
FORM (MQQF)

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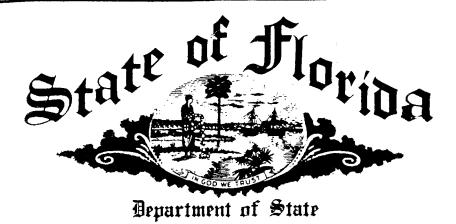
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	2	Cost of goods sold (Scho					2	7,679,072
	3	Gross profit. Subtract line	e 2 from line 1c				. 3	3,173,107
à	1 4	Dividends (Schedule C, I	line 19)				4	n i en dela Ministerio Piristi ann Chemen commune, papa de l'apparate de la commune de la commune de la commun
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	10	Other income (see instructions -						35,648
	44	Total income. Add lines :	3 through 10				» 11	3,207,003
_postero-cumbers	12	Compensation of officers	(Schedule E, line 4)			tor	12	163,860
O,	13	Salaries and wages (less						1,052,343
ED		Repairs and maintenance						35,435.
DĀ U,	2	Bad debts						136,471.
č t	1	Rents						76,100.
TM	1	Taxes and licenses						130,548
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OA	1	Charitable contributions (					19	
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. 4.3	21	Less depreciation claimed	t on Schodula A and a	leachara en vatura	21 5	# C. C. C. C. C.	21 b	185,382.
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201-00020		Employee benefit program Other deductions (attach schedul					26	1,130,540.
CT								2,965,477.
		Total deductions. Add line	_					241,526.
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	36 E	nter amount of line 35 you want:	Credited to 1999 estimated	lax	25,000	. Refunded >	36	
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I certify from the records of this office that LATIN AMERICAN ENTERPRISES, INC., is a corporation organized under the laws of the State of Florida, filed on December 17, 1990.

The document number of this corporation is \$18762.

I further certify that said corporation has paid all fees due this office through December 31, 2002, that its most recent annual report/uniform business report was filed on February 4, 2002, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twentieth day of June, 2002

THE STATE OF THE S

CR2EO22 (1-99)

Katherine Harris Katherine Harris Secretary of State

67

6/20/02

CORPORATE DETAIL RECORD SCREEN

10:03 AM

NUM: S18762

SI:FL ACTIVE/FL PROFIT

FLD: 12/17/1990 FLD: 06/20/2000

LAST: MERGER

FEI#: 65-0416747

NAME : LATIN AMERICAN ENTERPRISES, INC.

PRINCIPAL: 440 SAWGRASS CORP PKWY, #112

CHANGED: 05/30/01

ADDRESS

SUNRISE, FL 33325 US

E MAUE, OMIG; RA NAME

NAME CHG: 05/15/97 ADDR CHG: O5/30/01

RA ADDR : 440 ŚAWGRASS CORP PKWY, #112

SUNRISE, FL 33325 US

: (2000) A 01/27/00 (2001) A 05/30/01 (2002) A 02/04/02 ANN REP



1. MENU, 3. OFFICERS, 4. EVENTS, 7. LIST, 8. NEXT, 9. PREV

ENTER SELECTION AND CR:



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of LATIN AMERICAN ENTERPRISES, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is S18762.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-fifth day of June, 2002



CR2EO22 (1-99)

Katherine Harris

Secretary of State

6/24/02

CORPORATE DETAIL RECORD SCREEN

3:11 PM

NUM: \$18762 ST:FL ACTIVE/FL PROFIT

FLD: 12/17/1990

LAST: MERGER

FLD: 06/20/2000

FEI#: 65-0416747

NAME : LATIN AMERICAN ENTERPRISES, INC.

PRINCIPAL: 440 SAWGRASS CORP PKWY, #112

ADDRESS SUNRISE, FL 33325 US

RA NAME : PINO, JUAN J

RA ADDR : 440 SAWGRASS CORP PKWY, #112

NAME CHG: 05/15/97 ADDR CHG: 05/30/01

CHANGED: 05/30/01

SUNRISE, FL 33325 US

ANN REP : (2000) A 01/27/00 (2001) A 05/30/01 (2002) A 02/04/02

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ENTER SELECTION AND CR:

6/24/02

EVENT DETAIL SCREEN

3:11 PM

CORP NUMBER: S18762

FILED DATE : 12/17/1990

CORP NAME : LATIN AMERICAN ENTERPRISES, INC.

EVENT TYPE

FILED

06/20/2000

EFFECTIVE

DESCRIPTION

CORP STATUS: ACTIVE

DATE

MERGING: P00000052405 MERGED INTO

: S18762

AMENDED AND RESTATED 09/10/1996

ARTICLES

MERGER

AMENOMENT

- 05/04/1995

REINSTATEMENT

12/24/1991

< MORE EVENTS >

H NEXT. 1. MENU, 2. FILING, 3. OFFICERS, 4. TOP 7. LIST, 8. NEXT BY LIST, 9. PREV BY LIST

ENTER SELECTION AND CR:

### ARTICLES OF INCORPORATION

LATIN AMERICAN ENTERPRISES NO

The undersigned subscribers to these Articles of Incorporation, each a natural person competent to contract, hereby associate themselves together to form a corporation under the Laws of the State of Florida.

### ARTICLE I .- NAME

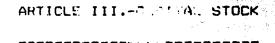
The name of the corporation is:

LATIN AMERICAN ENTERPRISES, INC.

ARTICLE II.-NATURE OF BUSINESS

The general nature of the business to be transacted by this corporation shall be: IMPORT EXPORT

Any and all activities permitted under the Laws of the United States of Florida



The maximum number of shares of stock that this corporation is authorized to have outstanding at any one time is: 9000 SHARES AT 1.00 PAR VALUE

All the aforementioned stock is to be issued and fully paid for and exempt from assessment.

The capital stock may be paid for in money, property, labor, or services, at a just valuation to be fixed by the incorporators or by the directors at a meeting called for such purpose.

ARTICLE IV.-INITIAL CAPITAL

The amount of capital with which this corporation shall begin business is not less than: \$9000.00(NINE THOUSAND DOLLARS)

ARTICLE V. TERM OF EXISTENCE

This corporation is to exist perpetually.

### ARTICLE VI.-ADDRESS

The initial principal office address of this corporation in the State of Florida is: 7859 NW 15 STREET MIAMI, FL 33126

The Board of Directors may from time to time move the principal office to any other address in Florida.

### ARTICLE VII. - DIRECTORS

This Corporation shall have CNE (1) directors initially. The number of directors may be increased or decreased from time to time in such manner as may be prescribed by the By-laws, but shall never be less than one (1).

The Corporation shall indemnify and hold harmless each person who shall serve at any time hereafter as a director or officer of the corporation, and any person who serves at the request of this corporation, as a director or officer of any other corporation, from and against any and all claims and liabilities to which such person shall become subject by

reason of his having heretofore of hereafter being a director or officer of the corporation, or by reason of any action alleged to have been heretofore or hereafter taken or omitted by him as such director of officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by him in connection with any claim or liability provided that no person shall be indemnified against, or be reimbursed for, any expenses incurred in connection with any claim or liability as to which it shall be adjudged that such officer or director is liable for negligence or will ful misconduct in the performance of his duties.

The rights accruing to any person under the foregoing provisions shall not exclude any other right to which he may be lawfully entitled nor shall anything herein contained restrict the right of the corporation to indemnify reimburse such person in any proper case even though not specifically herein provided for.

No contract or other transaction between this corporation and no act of this corporation shall in any way be affected or invalidated by the fact that any of the directors of the corporation are pecuniarily or otherwise

interested in, or are directors or officers of, such other corporation: any director individually or any firm of which any director may be a member, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of the corporation, provided that the fact that he or such firm so interested shall be disclosed or shall have been known to the Board of Directors or such members thereof as shall be present at any meeting of the Board at which action upon any such contract or transaction shall be taken; and any director or officer of such other comporation or is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the corporation which shall authorize any such contract or transaction, and may vote thereat to authorize any such contract or transaction, with the like force and effect as if he were not such director or officer of such other corporation or not so interested.

### ARTICLE VIII .- INITIAL DIRECTORS

The names and post office addresses of the member of the first Board of Directors are:

NAME

ADDRESS

JUAN J PINO

7859 NW 15 STREET, MIAMI, FL 33126

ARTICLE IX .- SUBSCRIBERS

The name and post office address of each subscriber of these Articles of Incorporation is:

NAME

ADDRESS

JUAN J FINO

7859 NW 15 STREET MIAMI, FL 33126

ARTICLE X

The stock of the corporation may be issued pursuant to the provisions of Section 1244 of the Internal Revenue Code, so that the Stockholders of corporations may receive the benefits provided thereunder.

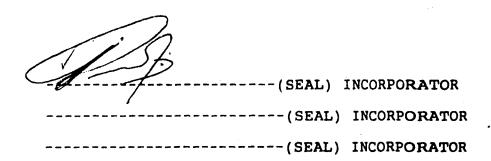
### ARTICLE XI.-PRE-EMPTIVE, RIGHTS

Should any Stockholders wish to dispose of his stock it shall first be offered by any third person, and said stock shall be available for a period of ninety (90) days to such remaining Stockholders. In the event that any said stock is not purchased by any or all of the remaining stockholders within ninety (90) days of the offer, said stock may then be sold by the Stockholders at the price of the bona—fide offer of the third person.

### ARTICLE XII-AMENDMENT

These Articles of Incorporation may be amended in the manner provided by Law. Every amendment shall be approved by the Board of Directors, proposed by them to the stockholders and approved at a Stockholder's Meeting by a majority of the stock entitled to vote thereon.

In WITNESS WHEREOF. The parties to these Articles of Incorporation have hereunto set their hands and seals this



STATE OF FLORIDA SS: COUNTY OF DADE

I HEREBY CERTIFY That on this day before me, a Notary
Public duly authorized in the State and County named above,
to take acknowledgments, personally appeared

to me known to the persons described as subledge before me that they subscribed to these Articles of Incorporation.

IN WITNESS my hand and official seal in the County and State named above this --- day of DECEMBER ---, 1990.

My commission expires:

NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA MY CONTRISSION EXP. FEB. 5,1993 BONDED THRU GENERAL INS. UND.

### REGISTERED AGENT

THE REGISTERED AGENT OF THIS CORPORATION WILL BE

THE REGISTERED ADDRESS WILL BE:

7859 NW 15 STREET, MIAMI, FL 33126

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE

OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE

DESIGNATED IN THIS CERTIFICATE. J HEREBY ACCEPT THE APPOINT—

MENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY.

1 FURTHER AGREE TO COMPLY WITH THE PROVISIONS OFF ALL

STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF

MY DUTTES. AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS

OF MY POSITION AS REGISTERED AGENT.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN F. URIDA. NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

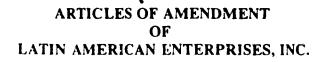
IN COMPLIANCE WITH SECTION 48,091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

utnem muam -	LATIN AMERICAN ENTERPRIZES, INC.
FIRST-THAT -	(NAME OF CORPORATION)
DESIRING TO	ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE
	WITH ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF
CITY)	)
,	
	ORIDA , HAS NAMED JUAN JOSE PINO  (NAME OF RESIDENT AGENT)
WITH THE PRIM	NCIPAL ADDRRESS BEING:
7859	N.W 15th STREET
	STREET ADDRESS AND NUMBER OF BUILDING) POST OFFICE BOX ADDRESSESS ARE NOT ACCEPTABLE)
CITY OF	MIAMI ITY)
TO SERVICE OF	PROCESS WITHIN FLORIDA.
DATE 12-14-9	O
SIGNATURE (-	TITLE - PRESIDENT

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FROM THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

DATE 12-14-90 SIGNATURE (RESIDENT AGENT)

180





Pursuant to the provision of Chapter 607, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation:

#### ARTICLE TWO - NATURE OF BUSINESS

Article Two is amended to read as follows:

The general nature of the business to be transacted by this corporation shall be:

- 1. The sale of telephone cards, both retail and wholesale, for telecommunication service.
- 2. Providing national and international telecommunication service, both retail and wholesale.
- 3. The import and export of telecommunication equipment, telephone cards, and other telecommunication products and services.
  - 4. The import and export of products and services.

all Shareholders

The Amendment was adopted by the 1994.

on the 2nd day of December,

The undersigned has executed these Articles of Amendment this 3-d day of January, 1995.

LATIN AMERICAN ENTERPRISES, INC.

Juan J. Pino, President

Juan J. Pinc, Secretary

# AMENDED AND RESTATED ARTICLES OF INCORPORATION OF OF SECRE 10 PHIL2: 23 LATIN AMERICAN ENTERPRISES, INC. TALLAHASSEL FLORIDA

This amendment and restatement of the articles of incorporation of LATIN AMERICAN ENTERPRISES, INC., (originally incorporated on December 17, 1990) was adopted by unanimous approval of the Board of Directors and Shareholders on March 15. 1995:

#### **ARTICLE I**

The name of the corporation was and shall remain LATIN AMERICAN ENTERPRISES, INC.

#### ARTICLE II

The corporation was originally authorized to issue and have outstanding nine thousand (9,000) shares of \$1.00 common stock. The maximum number of shares of stock which the corporation is authorized to issue and have outstanding at any one time after the filing of these Amended and Restated Articles of Incorporation is one hundred thousand (100,000) shares of common stock having a par value of one cent (\$.01) per share.

Each holder of shares of the Corporation as of the date of filing of these Amended and Restated Articles of Incorporation of LATIN AMERICAN ENTERPRISES, INC., shall receive one (1) new share of the common capital stock of the corporation in exchange for each share previously owned.

#### ARTICLE III

The existence of the corporation was and shall remain perpetual.

# CERTIFICATE DESIGNATING RESIDENT AGENT AND REGISTERED OFFICE

In accordance with Chapter 48.091, Florida Statutes, the following designation and acceptance is submitted in compliance thereof.

#### DESIGNATION

LATIN AMERICAN ENTERPRISES, INC., hereby designates Fred K. Lickstein its registered agent and 201 Alhambra Circle, Suite 1200, Coral Gables, Florida 33134 as its registered office.

#### ACCEPTANCE

Having been named as registered agent for the above named corporation, I hereby agree to act in such capacity for such corporation at its registered office.

Fred K. Lickstein, Registered Agent

p.2



#### FINANCIAL AFFAIRS CORPORATION **INSURANCE & FINANCIAL SERVICES**

July 12, 2002

To Whom It May Concern:

Re:

Latin American Enterprises, Inc.

229 SW 3 Avenue, Suite 310, Coral Gables, Florida

Financial Affairs/Select

#### Gentlemen:

I am pleased to confirm that our company has been doing business with Latin American Enterprises, Inc. and its principal, Mr. Juan Jose Pino, as Insurance Agents, since 1997. We maintain a very satisfactory business relationship and they have always met their obligations to us in an excellent manner.

I am enclosing our Company's Profile, for your information. Please call me if you have any questions or if you need any additional information.

Sincerely,

Miriam Cabeza Vice President

MC/



#### FINANCIAL AFFAIRS CORPORATION

**INSURANCE & FINANCIAL SERVICES** 

#### FINANCIAL AFFAIRS CORPORATION PROFILE

Financial Affairs Corporation was established in December, 1983 by its current owners providing Financial Services. purpose of company's operations were diversified in 1991 by acquiring the assets of an existing Property and Casualty Insurance Agency.

Financial Affairs Corporation targets commercial businesses and Condominium Associations as its main market and represents numerous insurance carriers, such as Zurich Insurance Company, Pennsylvania Company, National Lumbermens Mutual Insurance Insurance Company, Progressive Insurance Company, and Casualty Insurance Consolidated Property Company, Granada Insurance Company, and Nova Insurance Company, among others, as an Independent Insurance Agent. Most of our personal lines business derive from the business owners, their employees, and referrals. Therefore, we know most of our clients personally.

Fernando Cabeza and Miriam Cabeza are stockholders of Financial Affairs Corporation. Fernando Cabeza was associated with the United States Government for more than 25 years. Miriam Cabeza was previously associated with Totalbank as Vice President, Branch Manager, and Advisor to the Board of Directors for many years. Mrs. Cabeza also served as a Member of the Board of Directors of Pine Bank. Mrs. Cabeza is the Designated Primary Agent for Financial Affairs. The combined sales and administrative experience of the owners and the staff allows the company to offer clients ample assistance with their insurance and financial needs.



June 26, 2002

To Whom It May Concern:

The purpose of this letter is to inform that AC Graphics has been doing business with Latin American Enterprises Inc. since 1999. They are considered excellent customer in our company. Our credit terms with Latin American are Net 30. They always pay on time. They have no returned items. In other words, our experience with Latin American is outstanding.

We hope that our business relationship with Latin American will last for many more years.

If you have further questions about this matter, do not hesitate to get in touch with me.

Sincerely

Veronica Mendieta Accounting Dept.

Fax: (305) 252-2011

# Edward D. Colina & Associates, Inc. Group Life & Health Insurance

13200 Southwest 128 Street Suite E-3 Miami, Florida 33186

July 12, 2002

Miami-Dade Aviation Dept. 4200 N.W. 36<sup>th</sup> Street, Bldg. 5A, 4<sup>th</sup> floor Miami, FL 33122

To Whom It May Concern:

This letter is to inform you that Edward D. Colina & Associates and Latin American Enterprises have had a successful business relationship for more than 8 years. LAE's principals and managers have all proven to us to be professional. It is our belief that anyone entering into a business relationship with LAE would be satisfied with their conduct.

Should you require any additional specific information, please feel free to contact me directly at 305-252-9980.

Sincerely,

Edward D. Colina

President

Minimun qualifications and questionnaire form - appendix a

8) Give names and addresses of at least three bank references (references letters may be submitted)

Latin American Enterprises, Inc. has only worked with Bank of America during the last 11 years. We have a strong commercial relationship with them.

Our account numbers are the following:

# 0015 9624 6518

# 0015 9659 0464

# 0015 9624 5164

Bank Address: 7760 West Flagler Street, 2nd floor Miami, FL 33144

Sales Support and Banking Associate: Mary Gaydos

Tel: (305) 553 7842 Fax: (305) 553 7822

10) Mr Juan Jose Pino (President of Latin American Enterprises Inc. ) is shareholder of the following companies, his percentage of ownership is detailed above.

Latin American Enterprises/ Telelink S.A Argentina International Metrophone Card Comunicacao Brazil												
		\$ %56		345,065	€	485,632	↔	685,232	↔	524,798	€9	321,564
		\$ %66	\$	270,048	G	350,222	G	565,452	↔	232,501	G	189,562
International Metrophone Card Ltda Colombia		\$ %86		457,825	↔	526,987	↔	652,123	↔	489,995	↔	555,668
Latin America Enterprise S.A Spain		\$ %86		526,595	↔	258,965	↔	45,231				
Latin American Enterprises Inc Guatemala		100%	↔	41,140	↔	56,231	€9	65,552	↔	36,987	↔	23,652
Telecard Communications S.R.Ltda Peru		\$ %96	₩	121,890	€	256,235	↔	245,879	↔	235,664		
Latin American Enterprises Puerto Rico Puerto Rico	o Rico	\$ %86		193,841	↔	222,365	↔	256,980	↔	300,124	↔	125,654
Latin American Enterprises Dominicana S.A Dominican Republic		%66	↔	87,010	↔	125,455	€	154,698	↔	89,997	€	65,889
Latin American Enterprises Mexico de C.V Mexico		100%	↔	57,205							:	

# LATIN AMERICAN ENTERPRISES, INC. DBA "TELELINK" FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS' REPORT

#### TABLE OF CONTENTS

INDEPENDENT AUDITORS' REPORT	1
FINANCIAL STATEMENTS	
Balance Sheet	2-3
Statement of Income and Accumulated Deficit	4
Statement of Cash Flows	5
Notes to Financial Statements	6-10
Independent Auditors' Report on Additional Information	11
Schedule of General and Administrative Expenses	12



#### INDEPENDENT AUDITORS' REPORT

To the Board of Director and Stockholder of Latin American Enterprises, Inc. d/b/a Telelink Miami, Florida

We have audited the accompanying balance sheet of Latin American Enterprises, Inc. d/b/a Telelink (a Florida Corporation) as of May 31, 2002 and the related statement of income and accumulated deficit and cash flows for the two months then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Latin American Enterprises, Inc. d/b/a Telelink as of May 31, 2002, and the results of its operations and its cash flows for the two months then ended in conformity with accounting principles generally accepted in the United States of America.

Coral Gables, Florida

July 10, 2002

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Jordon, Padial, Castellon & COLLP

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## LIABILITIES AND STOCKHOLDER'S DEFICIT

CURRENT LIABILITIES: Accounts Payable and Accrued Expenses Income Taxes Payable Current Maturities of Long-term Debt TOTAL CURRENT LIABILITIES	\$ 441,166 8,210 43,562	\$	492,938
COMMITMENTS AND CONTINGENCIES			-
LONG-TERM LIABILITIES: Long-Term Debt Note Payable to Stockholder TOTAL LONG-TERM LIABILITIES	 35,989 443,865		479,854
DEFERRED REVENUE			626,886
STOCKHOLDER'S DEFICIT: Common Stock - Par Value \$.01 - 100,000 Shares Authorized, 91,800 Shares Issued and Outstanding Additional Paid in Capital Accumulated Deficit TOTAL STOCKHOLDER'S DEFICIT	 918 102,400 (860,173)		(756,855)
TOTAL LIABILITIES AND STOCKHOLDER'S DEFICIT		_\$	842,823

## STATEMENT OF INCOME AND ACCUMULATED DEFICIT

### FOR THE TWO MONTHS ENDED MAY 31, 2002

NET SALES		\$ 661,235
COST OF SALES		 101,524
GROSS PROFIT		559,711
EXPENSES: Selling General and Administrative	\$ 90,941 386,737	
Total Expenses		 477,678
INCOME FROM OPERATIONS		82,033
OTHER INCOME (EXPENSE): Interest Income	711	
Interest Expense  Total Other Income (Expense)	 (4,236)	 (3,525)
INCOME BEFORE INCOME TAXES		78,508
Benefit from Income Taxes		 3,290
NET INCOME		81,798
ACCUMULATED DEFICIT - April 1, 2002		 (941,971)
ACCUMULATED DEFICIT - May 31, 2002		\$ (860,173)

The accompanying notes are an integral part of these financial statements.

#### STATEMENT OF CASH FLOWS

#### FOR THE TWO MONTHS ENDED MAY 31, 2002

CASH FLOWS FROM OPERATING ACTIVITIES:  Net Income	\$	81,798
Adjustment to reconcile net income to net		
cash used in operating activities:		(24.092)
Decrease in Deferred Revenue		(34,083) 14,307
Depreciation		(18,844)
Increase in Prepaid Expenses and Other		(155,630)
Increase in Due from Affiliates		(5,712)
Increase in Security Deposits		102,842
Increase in Accounts Payable and Accrued Expenses		(11,500)
Deferred Income Taxes		8,210
Increase in Income Taxes Payable  NET CASH USED IN OPERATING ACTIVITIES		(18,612)
NET CASH USED IN OF EIGHTING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES:		
Acquisition of Property and Equipment		(30,000)
NET CASH USED IN INVESTING ACTIVITIES		(30,000)
NET OAGH GGED W		
CASH FLOWS FROM FINANCING ACTIVITIES:		(A E47)
Repayment of Debt		(4,517) 3,087
Increase in Note Payable to Stockholder		30,000
Capital Contributions		28,570
NET CASH PROVIDED BY FINANCING ACTIVITIES		20,370
		(20,042)
DECREASE IN CASH		(==,=,=,
		58,156
CASH - April 1, 2002		
OACH May 24 2002	\$	38,114
CASH - May 31, 2002		
Supplemental Disclosures of Cash Flow Information:		
Cash Paid during the period for interest	_\$	1,148
Cash r aid during the personal state of the		

The accompanying notes are an integral part of these financial statements.

#### **NOTES TO FINANCIAL STATEMENTS**

MAY 31, 2002

# NOTE A - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### Nature and History of Operations

Latin American Enterprises, Inc. d/b/a Telelink (the "Company") was incorporated in the State of Florida on December 17, 1990. The Company primarily sells prepaid phone cards in various locations throughout Florida. Long distance services are purchased primarily from three suppliers at contracted prices and resold to the Company's customers, primarily through the use of vending machines or sales stands located in airports, cruise seaports and hotels. Additionally, the Company generates commission revenue from foreign related entities as described in Note D.

The Company was formerly a subsidiary of Ursus Telecom Corporation ("Ursus"), a publicly traded company that filed for relief under Chapter 7 of the federal bankruptcy laws of United States in the Southern District of Florida. All shares of the Company owned by Ursus were sold by the Trustee to the Company's current sole stockholder on April 17, 2002, pursuant to an order granting the Trustee's motion for authorization to sell the estate property.

#### Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles in the United States requires management to make estimates and assumptions that affect the reported amounts of certain assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the amounts of certain revenues and expenses during the reported period. Accordingly, actual results could differ from those estimates.

#### Revenue Recognition

Revenues from telecommunication services are recognized when customer calls are completed and based upon minutes of traffic processed. Revenues from the sale of calling cards are deferred and recognized as calling card minutes are used or when the cards expire. Unused calling card minutes expire after 12 months and are recognized as revenue.

#### Cost of Sales

Cost of sales is based on the variable cost of transmitting and terminating traffic minutes from carriers and are expensed in the period when associated call revenues are recognized.

#### Cash and Cash Equivalents

The Company considers cash in hand and all highly liquid investments purchased with original maturities of three months or less to be cash equivalents.

#### **NOTES TO FINANCIAL STATEMENTS**

MAY 31, 2002

# NOTE A – NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

#### Property and Equipment

Property and equipment is recorded at cost. Depreciation is computed using the straight-line method over the estimated useful lives of the applicable assets as follows:

Furniture and Fixtures
Computer Equipment

7 Years 5-7 Years

Expenditures for repairs and maintenance are charge to expense as incurred. The carrying amounts of assets sold or retired and related accumulated depreciation are eliminated in the year of disposal and the resulting gains and losses are included in other income.

#### Income Taxes

The Company accounts for income taxes in accordance with Statement of Financial Accounting Standards No. 109 Accounting for Income Taxes, which requires an asset and liability approach to financial accounting and reporting for income taxes. Deferred income tax assets and liabilities are computed annually for differences between the financial statement and tax basis of assets and liabilities that will result in taxable or deductible amounts in the future based on enacted tax laws and rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established when necessary to reduce deferred tax assets to the amount expected to be realized. Income tax expense is the tax payable or refundable for the period plus or minus the change during the period in deferred tax assets and liabilities.

#### NOTE B - LONG-TERM DEBT

Long-term debt consisted of the following at May 31, 2002:

Note Payable - Citibank - Principal and interest - payable in equal monthly intallments of \$2,137; interest at 10.25%; Matures November 30, 2004. Secured by the Stockholder and certain equipment.

\$ 55,741

Note Payable - Citibank - Payable in equal monthly principal installments of \$2,976 plus interest at 7.5%; Matures December 10, 2002. Secured by the Stockholder and certain equipment.

23,810 79,551 43,562 \$ 35,989

Less: Current portion



#### NOTES TO FINANCIAL STATEMENTS

MAY 31, 2002

#### NOTE B - LONG-TERM DEBT - Continued

The following is a schedule of debt repayment over the next five years:

Period ending May 31,	Amount	
2003	\$ 43,562	
2004	19,752	
2005	16,237	
2006	-	
2007	-	
	\$ 79,551	

#### NOTE C - LEASE COMMITMENTS

The Company has three automobile leases under lease agreements extending through December 18, 2005. The minimum future rental payments under these non-cancelable, non-capitalized leases are \$27,945.

#### NOTE D - RELATED PARTY TRANSACTIONS

The Company has an unsecured note payable to stockholder at May 31, 2002 with a face amount of \$390,000. The principal and accrued interest are due on April 30, 2007. At May 31, 2002 accrued interest was \$53,865.

Included in accounts payable and accrued liabilities is \$12,218 due to stockholder.

The Company generates commission income from phone card sales generated by various foreign related entities that are controlled by the Company's president and sole stockholder. The Company entered into an expense reimbursement arrangement with these foreign related entities for reimbursement of expenses it pays on their behalf. Included in the balance sheet under the caption Due from Affiliates is \$277,922 representing commissions and expense reimbursements. There is no provision for uncollectible amounts due from these foreign affiliates as management deems such amounts to be fully collectible. Included in Net Sales is \$188,971 of commission income from affiliates for the two months ended May 31, 2002.

#### NOTE E - OPERATING LEASES

The Company leases office and warehouse space under two non-cancelable operating leases. The first lease expires on November 30, 2002; monthly rental expense is \$2,350. The second lease expires on July 31, 2002 with automatic renewal options, monthly rent is \$3,062. Rent expense for the period ended May 31, 2002 was \$11,099.

#### **NOTES TO FINANCIAL STATEMENTS**

MAY 31, 2002

#### NOTE E - OPERATING LEASES - Continued

The following is a schedule of the operating lease obligations over the succeeding periods:

Period Ending May, 31	Amount
2003	\$ 80,225
2004	94,200
2005	100,200
2006	106,200
2007	 112,200
	\$ 493,025

#### NOTE F - INCOME TAXES

A deferred tax asset of approximately \$213,000 at May 31, 2002, represents the tax effects of taxable and deductible temporary differences in book and tax reporting. The temporary differences relate to the deferred revenue that is recognized for tax purposes when cash is collected.

The deferred tax asset at May 31, 2002, consisted of the following component:

Deferred revenue	
Federal	\$ 201,000
State	 12,000
Deferred tax asset non-current	\$ 213,000

The components of the income tax provision (benefit) for the two-month period ended May 31, 2002 are as follows:

Current - Federal	\$ 6,125
State	2,085
Deferred - Federal	(9,500)
State	(2,000)
Benefit from income taxes	\$ (3,290)

#### **NOTES TO FINANCIAL STATEMENTS**

MAY 31, 2002

#### NOTE G - COMMITMENTS AND CONTINGENCIES

The Company is a defendant in a lawsuit filed by one of its telecommunications carriers, WorldCom Technologies, Inc. ("WorldCom"). The suit asks for services provided in the amount of \$652,381. The Company responded and counter sued WorldCom for overbilling and breach of contract. The Company offered to settle the matter for \$10,000. Outside counsel for the Company has advised that at this stage in the proceedings there is a strong likelihood of settlement in this case. The Company is vigorously defending its position and believe the case will be settled for \$10,000. The case is scheduled for trial on September 17, 2002.

#### NOTE H - SUBSEQUENT EVENTS

The Company entered into a non-cancelable operating lease agreement for office space effective July 1, 2002 for five years. The rent expense will be \$5,000 per month with annual increases of \$6,000.

#### NOTE I - CONCENTRATION OF CREDIT RISK

The Company maintains its cash balance with a financial institution. At various times during the year, its cash balance may be in excess of the Federal Deposit Insurance Corporation's limit of \$100,000. The exposure of the Company from these transactions is solely dependent upon the daily account balances and the financial strength of the respective institution.

#### NOTE J - GEOGRAPHIC CONCENTRATIONS OF RISK

The Company's revenues are derived from the sale of phone cards to its customers in the United States and commissions generated from its foreign affiliates. The percentages of revenues in the various geographic areas are as follows:

USA	72 %
Colombia	4
Spain	13
Mexico	11
	100 %



# INDEPENDENT AUDITORS' REPORT ON ADDITIONAL INFORMATION

To the Board of Director and Stockholder of Latin American Enterprises, Inc. d/b/a Telelink Miami, Florida

lardon, Padial, Cartellon & coup

Our report on our audit of the basic financial statements of Latin American Enterprises, Inc., d/b/a Telelink for the two months ended May 31, 2002, appears on page 1. Our audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The schedule of general and administrative expenses is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

. Coral Gables, Florida

July 10, 2002

#### SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES

#### FOR THE TWO MONTHS ENDED MAY 31, 2002

GENERAL AND ADMINISTRATIVE EXPENSES:	_	
Accounting and Legal	\$	23,983
Automobile and Truck		9,234
Bank Charges		2,186
Consulting Fees		2,599
Credit Card Fees		4,732
Depreciation		14,307
Dues and Subscriptions		150
Entertainment		5,096
Equipment Rental		10,385
Insurance		22,458
Licenses and Taxes		5,793
Miscellaneous		4,547
Officer Salary		28,846
Office Expense		11,639
Payroll Taxes		17,959
Printing		4,077
Postage and Delivery		3,196
Rent	*	11,503
Repairs and Maintenance		3,004
Salaries - General		180,721
Telephone		6,258
Travel		10,894
Utilities		3,170
TOTAL GENERAL AND		

ADMINISTRATIVE EXPENSES

roy

386,737

## Minimun qualifications and questionnaire form (MQQF) - appendix A

## 10-(1) Name and addresses of bidder's officers:

Juan José Pino - President 2929 SW 3<sup>rd</sup> Ave, third floor Miami, FL 33129

Sergio Rodriguez - Chief Financial Officer 2929 SW 3<sup>rd</sup> Ave, third floor Miami, FL 33129

Peter Hoch – Information Technology Director 2929 SW 3<sup>rd</sup> Ave, third floor Miami, FL 33129

Rosendo Santos - Financial Controller 2929 SW 3<sup>rd</sup> Ave, third floor Miami, FL 33129

Mario Boidanich – Manufacturing Director 2929 SW 3<sup>rd</sup> Ave, third floor Miami, FL 33129 Minimun Qualifications and Questionnaire Form (MQQF) Appendix A

10 - (2) - Please describe the general development of bidder's business during the last 10 years or shorter period of time that bidder has been in business:

Latin American Enterprises, Inc. is a global telecommunications company, based in Miami, Florida. It was founded in 1990 and has demonstrated a very important sales increase of 1600% per year from 1993-1997, and has shown a sales growth of over 6000 % from 1993-2001.

Since 1991, Latin American Enterprises, has marked its products in international airports and seaports and has opened more than thirty (30) international point of sales through different companies and associations, where we provide the installation, operation and maintenance of prepaid phone card vending machines services.

Latin American Enterprises, Inc. has the International Reseller F214 License from FCC. We operate our own telecommunications switch, located in our headquarters offices in Miami-Dade County. We have fiber optic redundant rings that not only grant us the control and administration of our prepaid phone cards communications, but also guarantee us the high quality of our services.

Latin American Enterprises Research and Development Department, has developed and manufacture in its laboratory in Miami Dade County, the state-of-the-art vending machines. They are solid, digital, simple to use and highly protected. Our machines can be easily adapted in color, size, features, measures, etc. and any other specific requirement of the Miami Dade County.

Latin American Enterprises, Inc. has 24 hour multilingual customer service representatives, available seven days a week to answer questions, resolve complaints, issue refunds and provide additional cards and information details. Our phone numbers are: 1800 568 8929 1800 474 2006

Our prepaid phone cards cannot only be used to make calls from USA, but also from almost anywhere in the world at any time. We are convinced that this is a very important feature that any calling card sold at airports must have. Our 10 years experience and our services on thirty international locations, demonstrated us that the customers (usually passengers) that buy our cards at different airports, not only use the cards in the place where they bought it, but also in other countries where they visit during their trip. This important fact allows passengers to use our cards almost anywhere worldwide through international accesses and not only from USA.

#### Minimun Qualifications and Questionnaire Form (MQQF) Appendix A

10 - (3) (a) - Please state whether any of the following events have occurred in the last 15 years with respect to bidder or any Principal of bidder.:

Mr. Juan José Pino – actual President of Latin American Enterprises Inc., sold this company to Ursus Telecom Corporation on June 2000. As a condition for this transaction, Mr. J. Pino acted as Chief Marketing Officer for Ursus Telecom Corp. from June 2000 to 6/4/2001, time in which Ursus filed for Chapter 11. This Company, finally entered into Chapter 7 on 2/20/2002. Chapter 7 – Case # 01-22462-BKC-RBR United States Bankruptcy Court – Southern District of Florida – Fort Lauderlade Division.

On 4/17/2002, U.S. Bankruptcy Court Judge Raymond B. Ray, granted the motion presented by Trustee Kenneth A. Welt, for the authorization to sell back to Mr. Juan Jose Pino - the Company Latin American Enterprises (Property of the Estate, Pursuant to 11 U.S.C. &363 (b).)

Copy of the order granting trustee's motion for authorization to sell property of the Estate, Pursuant to 11 U.S.C. & 363 (b) is attached.

#### UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF FLORIDA FORT LAUDERDALE DIVISION

IN RE:

CASE NO. 01-22462-BKC-RBR

URSUS TELECOM CORPORATION,

CHAPTER 7 PROCEEDING

Debtor.

# ORDER GRANTING TRUSTEE'S MOTION FOR AUTHORIZATION TO SELL PROPERTY OF THE ESTATE, PURSUANT TO 11 U.S.C. § 363(b)

THIS MATTER came before the Court for hearing upon Kenneth A. Welt, Trustee's, Motion for Authorization to Sell Property of the Estate, Pursuant to 11 U.S.C. § 363(b) (CP #295), as well as the Notice of Sale and Notice of Hearing thereon (CP #296), and the Objection filed by Soneet Kapila, Trustee for the Estate of Access Authority, Inc., Case No. 01-22463-BKC-RBR (CP #310). The Court having considered the record in this matter, the argument of counsel, the documentary, financial evidence regarding the value of the property to be sold placed before the Court, as well as the testimonial evidence of John Heller, C.P.A., the Trustee's accountant, and the Court being otherwise duly advised of the premises, finds and concludes as follows:

- A. The Motion for Authorization to Sell Property of the Estate, Pursuant to 11 U.S.C. § 363(b), and the Notice of Sale and Notice of Hearing thereon (collectively, the "Sale Motion"), was duly served upon all creditors and interested parties claiming an interest in the property, pursuant to F.R.B.P. 6004 and 9014.
- B. At the hearing conducted by the Court, counsel appeared on behalf of the Movant, Kenneth A. Welt, Trustee, as well as on behalf of Soneet Kapila, Trustee For the case of Access

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Authority, Inc., Case No. 01-22463-BKC-RBR, and all parties were afforded an opportunity to be heard.

- C. From the testimony and documentary evidence presented and admitted into evidence, the Court finds that, notwithstanding his insider status, the purchaser, Juan Jose Pino, is a bona fide and good faith purchaser for reasonably equivalent value.
- D. The Court further finds that the Trustee has met the requirements of 11 U.S.C. § 363(b), and that the purchaser is entitled to the protections afforded under 11 U.S.C. § 363(m).
- E. Pursuant to the Memorandum of Agreement annexed as Exhibit "A" to the Sale Motion, the Trustee has received a deposit in the sum of \$25,000.00 for the sale of the estate's right, title and interest in the following-described property:
  - (i) All shares of the estate's interest in the stock of LAE; Boricua Phone Card & Services Inc.; LAE Telelink Argentina; Telelink Bolivia; Int'l Metro-phone Brazil; Int'l Metro-phone Columbia; LAE El Salvador; LAE Spain; LAE Guatemala; Int'l Telecard Honduras; Int'l Telecard Paraguay; Telecard Peru; and any and all rights appurtenant thereto owned or held by Ursus;
  - (ii) LAE's financial, accounting and business records, documents and papers, including without limitation the corporate minute books of LAE;
  - (iii) All current Ursus call back traffic including, without limitations, contracts, customer lists and information, agency contracts and relationships and all related information and business interests; and
  - (iv) The Summa 4 Switch, Serial No. 4402874, along with the necessary hardware needed to operate this Switch, described as:

Sun Microsystems Ultra 10

Serial No.:

PR 93001019

Serial No.:

PR 08037526

## CASE NO. 01-22462-BKC-RBR

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Sun Microsystems Netra ST Serial No.: 005H2B87

Sun Microsystems Ultra 5 Serial No.: FW92510959

All shares of the estate's interest in the following entities:

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	COMPANY	<u>IURISDICTIONS</u>
1.	Latin American Enterprises/Telelink/S.A.	Argentina
2.	Telelink Communications S.R.L.	Bolivia
3.	International Metrophone Card Comunicacao	Brazil
4.	Importação e Exportação Ltda.	Brazil
5,	International Metrophone Card Ltda.	Colombia
6.	Latin American Enterprises El Salvador S.A. de C.V.	El Salvador
7.	Latin America Enterprise, S.A.	Spain
8.	International Telecard, S. Ltda.	Spain
9.	Latin American Enterprises, Inc.	Guatemala
10.	Tarjetas Telefonicas Internacionales, Inc.	Guatemala
11.	International Telecard S. de R.L.	Honduras
12.	International Telecard S.R.L.	Paraguay
13.	Telecard Communications S.R. Ltda.	Peru
14.	Latin American Enterprises Dominicana S.A.	Dominican Republic
15.	International Telecard S.R.L.	Uruguay
16.	Latin American Enterprises Mexico de C.V.	Mexico
	_	

-3-

F. The Court finds that approval of the sale is in the best interests of the creditors of this estate. In view of the foregoing, it is hereby

#### ORDERED AND ADJUDGED, as follows:

M 17.64.6006

- 1. The Trustee's Sale Motion is GRANTED.
- 2. The estate's right, title and interest in the property described in paragraph E above shall be sold to the purchaser, Juan Jose Pino.
- 3. By 5:00 p.m. on the next business day following the date of entry of this Order, Mr. Pino shall pay to the Trustee in cash, or its equivalent, the sum of \$25,000.00. Thirty (30) days thereafter, Mr. Pino shall pay another installment of \$25,000.00 in cash, or its equivalent, to the Trustee, with two (2) more installments of \$25,000.00 each due on the 60<sup>th</sup> and 90<sup>th</sup> days following the date of entry of the Order approving the sale, until the sum of \$125,000.00 is paid in full.
- 4. Within 24 hours following the date of entry of this Order, the parties shall immediately meet for a closing of this transaction. At that time, Pino shall grant a security interest to the Trustee in all property interest described in paragraph E above in order to secure payment of the purchase price, and Pino shall execute any and all documents reasonably necessary to perfect such security interest. Upon receipt by the Trustee of cleared funds in the sum of \$125,000.00, the Trustee shall execute a satisfaction in favor of Mr. Pino, or his assigns, and shall record any necessary documents in the Public Records evidencing release of the security interest taken in the property, which is the subject of this transaction.
- 5. Latin American Enterprises, Inc. ("LAE"), may continue to utilize the services of PaymentTek through the merchant account established by the Debtor prepetition. However, the W:\Bankrupr\1028\0006/M0074266 v.1; 4/18/2002 10:42 PM -4-

Trustee shall terminate the merchant account 30 days following court approval of this transaction, or on May 17, 2002. As soon as is possible following the court approval of this transaction on April 17, 2002, Mr. Pino is directed to apply for a new merchant account number so as to obtain same prior to the Trustee's cancellation of same.

- 6. Upon closing of this transaction, the Trustee shall file a report of sale detailing the funds collected at closing, and detailing the business expenses attributable to the continuation of LAE's business subsequent to the signing of the Memorandum Agreement, but prior to approval of this transaction including, without limitation, payroll, payment to carriers, rent, local telephone service, bank, installment and other debt. Within fifteen (15) days following the date of entry of this Order, LAE shall either vacate its business premises, or make appropriate arrangements directly with the landlord to continue in occupancy, and during the 15-day period, LAE shall continue to be responsible for all rent, utilities and other expenses attributable to the premises it occupies.
- 7. Other than the protections afforded Mr. Pino, as purchaser, under 11 U.S.C. § 363(m), neither party shall be deemed to have released the other as a consequence of the closing of this transaction.
- 8. All documents necessary to close this transaction shall be prepared by counsel for the Trustee, and the parties agree to execute any and all such documents as may be reasonably necessary to close the transaction.
- 9. The proceeds of sale shall be deposited to the Trustee's account, the disbursement of which shall be subject to further order of this Court.

-5-

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ORDERED in the Southern District of Florida on

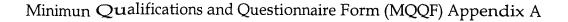
RAYMOND B. RAY

RAYMOND B. RAY U.S. Bankruptcy Court Judge

Copies furnished to:

Robert P. Charbonneau, Esq.

[Attorney Charbonneau is directed to serve a conformed copy of this Order upon all interested parties and to file a certificate of service.]



10 - (4) - Please state whether the bidder, any Principal of the Bidder, any family of any Principal, or any person or entity has a business relationship with the Miami-Dade County (including airport)

Latin American Enterprises, Inc. has been in business with the Miami International Airport providing the installation, operation and maintenance of prepaid phone card vending machine services for the last 7 years (7/21/95). Currently, we are operating under Prepaid Phone Card Vending Permit # PX-829, issued under contract dated November 1, 2001.

Please find attached a copy of this permit.

Permit No.: Cust. No.: Doc.Name:

PX-829 LATI66 LATI829.PMT

#### MIAMI-DADE COUNTY, FLORIDA Aviation Department Miami International Airport

#### PREPAID PHONE CARD VENDING PERMIT

issued to: iPermittee)

Latin American Enterprises, Inc. 440 Sawgrass Corporate Parkway

Suite # 112

Sunrise, Florida 33325

Effective Date:

Nov. 1 2001

The holder of this permit is granted a nonexclusive privilege to provide prepaid phone card vending services in the Terminal Building and Concourses as specified and approved by the Aviation Department of Miami-Dade County, Florida ("County") and as shown on the Exhibit A attached hereto.

Permittee understands that this permit is granted by the County on a limited basis, and that the County shall have the authority to terminate this permit for any reason whatsoever, including County's determination to discontinue the program under which this permit is granted. This permit shall be for a term of month-to month from the date shown above, and is cancelable by either party upon not less than fifteen days notice in writing to the other party. Termination shall not relieve the Permittee of any liabilities or obligations hereunder, which shall have accrued on or prior to the effective date of termination, or otherwise under the terms of this permit.

Permittee acknowledges that it is one of three prepaid phone card Permittees that were allowed under a prior permit to operate at Miami International Airport. Permittee is being allowed to continue operating in such capacity at Miami International Airport under the authority of Resolution 95-138 which provides for the continuation on a month- to- month basis those goods and services that provide for passenger care and comfort until such time a new contract is awarded as contemplated under the Retail Master Plan.

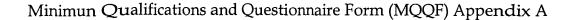
Permittee acknowledges its obligations to pay the increased percentages of gross revenue fee prescribed in Section C (1) of the "Terms and Conditions" attached hereto.

5.M. 11/5/01

2/15

This Permit is issued subject to the following Terms and Conditions attached heasts, consisting of pages 3 through 11 and Exhibits A and 8.

	BOARD OF COUNTY COMMISSIONERS
Date	OF MIAMI-DADE COUNTY FLORIDA  By Utitur
	Aviation Director
The Permittee attached <b>Terms a</b> nd	hereby accepts this Permit and agrees to abide by all of the Conditions.
	Latin American Enterprises Inc.
Date 10 12 0	BY:
•	President  Low Jose Pino
	Attest: Print Name
	Sersio Hassis Rodnieves Print Name
	Corporate Seal
	Loto American Esteprises, Inc



11 - The County needs to have litigation information regarding any lawsuits by or against Miami-Dade County or any of its departments or agencies.

MCI WorldCom was one of Latin American Enterprises, Inc., carriers and we had a dispute with this company for overcharges in our monthly billing. As a consequence, they filled a lawsuit against us that is still on process. Latin American Enterprises filled a counter claim against MCI for breach of contract. In light of the public knowledge of MCI's overcharging practices, we are actually facing serious settlement negotiations with them. We expect this case to be resolved in the next 45 days.

Permit No. Cust. No.:

PX-829

Doc.Name:

ATI829 PMT

### MIAMI-DADE COUNTY, FLORIDA **Aviation Department** Miami International Airport

PREPAID PHONE CARD VENDING PERMIT

issued to: (Permittee)

Latin American Enterprises, Inc. 440 Sawgrass Corporate Parkway

Suite # 112

Sunrise, Florida 33325

Effective Date:

Nov. 1, 2001

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Permittee acknowledges that it is one of three prepaid phone card Permittees that were allowed under a prior permit to operate at Miami International Airport.

Permittee is being allowed to continue operating in such capacity at Miami International Airport under the authority of Resolution 95-138 which provides for the continuation on a month-to-month basis those goods and services that provide for passenger care and comfort until such time a new contract is awarded as contemplated under the Retail Master Plan.

Permittee acknowledges its obligations to pay the increased percentages of gross revenue fee prescribed in Section C (1) of the "Terms and Conditions" attached hereto.

C.M. 11/15/01

This Permit is issued subject to the following Terms and Conditions attached hereato, consisting of pages 3 through 11 and Exhibits A and B.

	BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY FLORIDA
Date:	By: Quitter
	Aviation Director
The Permittee here attached <b>Terms and</b> Condi	by accepts this Permit and agrees to abide by all of the itions.
	Latin American Enterprises, Inc.
Date 10 10 01	
Date 10 - 12 - 01	BY: President
	Luna/Lose Pino
	AMPrint Name
·	Attest: Corporate Secretary
	Servio Horness Rodnewes
	Print Name
	Corporate Seal
	Latin American Estepises, Inc.



Exp CO-805/98 PAG 1

PLIEGO DE CLAUSULAS PARTICULARES QUE HA DE REGIR LA ADJUDICACION Y REGIMEN JURIDICO DE LA EXPLOTACION POR CONTRATACION DIRECTA DE LA ACTIVIDAD COMERCIAL PARA LA INSTALACION, EXPLOTACION, MANTENIMIENTO, REPOSICION Y RECAUDACION DE MAQUINAS EXPENDEDORAS AUTOMATICAS DE TARJETAS TELEFONICAS DE DEBITO EN EL AEROPUERTO DE MADRID/BARAJAS.

### 1 OBJETO DEL CONTRATO.

El objeto del presente Pliego de Cláusulas de Explotación (en adelante PCE), junto con el correspondiente Pliego de Cláusulas Generales Administrativas (en adelante PGA), es la regulación de la concesión demanial de la actividad comercial para la instalación, explotación, mantenimiento, reposición y recaudación de máquinas expendedoras de tarjetas telefónicas de débito en el Aeropuerto de Madrid/Barajas.

En el Anexo I se incluyen los planos de los terminales del Aeropuerto, siendo la ubicación de las máquinas en las zonas próximas a las baterias de teléfonos existentes, estas ubicaciones pueden sufrir ligeras modificaciones durante el proceso administrativo.

### 2. NORMAS ESPECIFICAS DE LA CONCESION

### 2.1. Tipo de servicio propuesto

El tipo de servicio que se propone es la expedición automática mediante máquinas expendedoras, contemplándose la posibilidad de promoción mediante personal que asesore su correcta utilización por períodos determinados, previa petición del adjudicatario y autorización expresa de la Dirección del Aeropuerto. El importe a abonar por este concepto deberá ser previamente fijado por la Dirección del Aeropuerto.

El licitador deberá ofertar el número de máquinas propuesto, debiendo estar comprendido entre un mínimo de ocho y un máximo de doce.



TO DATE BOSEMBLANCE OF

Contencioso Administrativo siendo esta, en consecuencia, la Jurisciccion competente.

Madrid,

Febrero de 1.999

El Jefe de la Division Comercial

GOAA CONC & REAL EST Fex: 4078252530

Jul 31 '98 10:54 P.CC

### FOLEY & LARDNER

ATTORNS VS AT LAW

Chicaec Jacacomaliz Bandara Mosidah Manuawa Golland Post office box 2193
(Grundo, Florida 38862-\$198
(1) 1 North Orange avenue, \$4175 (300
Orlando, Plorida 32861-2386
Telephone (867) 495-7455
Facsimile (867) 445-1745

Sacramento

San Francisco

San Francisco

Tallanasee

Tahra

Washin Byon O.C.

WEST Falm Beach

July 29, 1998

PROPERTIES DEAT

By Hand Dellvery

Mr. Mike Kozak
Properties Department
Greater Orlando Aviation Authority
One Airport Boulevard
Orlando, Florida 32827

Re: Service Mark License Agreement with Sprint-Florida, Incorporated ("Sprint"), and Latin American Enterprises, Inc. ("LAE") (the "License Agreement")

Dear Mike;

I am enclosing two (2) copies of the Agreement which have been executed on behalf of Sprint and LAE, along with a draft Agenda liem with respect to the Agreement. As we discussed, please ask both Sprint and LAE to initial the change in the date of the Agreement on page 1. After the Agreement has been approved by the Authority's Board, please submit the Agreement for execution on behalf of the Authority.

If you have any comments or questions, please do not besitate to call mee.

Sincercly,

Mark C. Extein

MCE:dn Enclosure

cc: J. Gordon Arkin, Esq. (w/o encls.)

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shall any party assign any of its rights, powers, duties, or obligations under this Agreement without the prior written consent of the other parties,

- 14. Attorney's Fees. In the event of any proceeding at law or in equity arising hereunder or in connection herewith (including, without limitation, any appellate or bankruptcy proceeding), the prevailing party shall be awarded its costs, reasonable expert witness fees and reasonable attorneys' fees incurred in connection with such proceeding.
- 15. Joint and Several Liability. Sprint-Florida and LAE shall be jointly and severally liable for all of the obligations of Licensee hereunder.

IN WITNESS WHEREOF, the parties hereto have, through their duly authorized representatives, executed this Agreement as of the day and year first above written.

ATTEST	GREATER ORLANDO A VIATION AUTHORITY
Assistant Secretary	By: Print Name:
(AFFIX OFFICIAL SEAL)	Title:
ATTEST:	SPRINT-FLORIDA, INCORPORATED, a Florida corporation
Secretary	Print Name: Jerry John
(AFFIX CORPORATE SEAL)	Tide: VR Ext. Offer
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16-16-18 TBU 5:14 AN

GUALA CONC & REAL EST Fax:4078252530

Jul 31 '98 10:37 F. C3

ATTEST:

LATTY AMERICAN ENTERPRISES, INC., a Horida corporation

Secretary

(AFFIX CURPORATE SEAL)

Print Name: PLEIN Tille: Cooms

HANGE HOME HEATEN COA ALANGVER AAAAC COOCHER RAD

### CONTRATO

AP-00-01-(4) -043

En San Juan, Puerto Rico, a 29 de diciembre de 2000.

### COMPARECEN

DE UNA PARTE: LA AUTORIDAD DE LOS PUERTOS DE PUERTO RICO, una corporación pública e instrumentalidad del Estado Libre Asociado de Puerto Rico, creada por la Ley Número 125 del 7 de mayo de 1942, según enmendada, denominada de aquí en adelante como la "Autoridad", representada por su Director Ejecutivo, Sr. Héctor R. Rivera, o cualquier otro funcionario autorizado que actúe en su lugar.

DE LA OTRA PARTE: LATIN AMERICAN ENTERPRISES, INC., una corporación con fines de lucro organizada bajo las leyes de Puerto Rico y del estado de Florida, y representada en este acto por el Sr. Víctor Martínez Amezaga, autorizado a suscribir contratos a nombre de esta, denominada de aquí en adelante como el "Arrendatario".

Las partes comparecientes libre y espontáneamente

### EXPONEN

La Autoridad es dueña de las áreas de 3.23 p/c y de 22.30 p/c en el segundo nivel del Terminal Oeste del Aeropuerto Luís Muñoz Marín, las áreas de 9.65 p/c y 22.30 p/c en el segundo nivel del Terminal D del Aeropuerto Luís Muñoz Marín, las áreas de 29.07 p/c y 8.00 p/c en el segundo nivel del Terminal C del Aeropuerto Luís Muñoz Marín, el área de 6.46 p/c en el primer nivel del Terminal B del Aeropuerto Luís Muñoz Marín, el área de 6.46 en el primer nivel del Terminal B del Aeropuerto Luís Muñoz Marín, las áreas de 22.61 p/c y 30.30 p/c en el segundo nivel del Terminal B del Aeropuerto Luís Muñoz Marín, el área de 25.84 p/c en el segundo nivel del Terminal B del Aeropuerto Luís Muñoz Marín y el área de 323.81 p/c en el tercer nivel del Terminal B del Aeropuerto Luís Muñoz Marín y el área de 323.81 p/c en el tercer nivel del Terminal B del Aeropuerto Luís Muñoz Marín todas localizadas en la municipalidad de Carolina, del Estado Libre Asociado de Puer to Rico, en donde se ubicarán treinta y dos (32) máquinas expendedoras de tarjetas telefónicas, cinco (5) mostradores de servicio y una (1) oficina, para un total de 51.0.07 p/c, de aquí en adelante denominada como la "Propiedad objeto de este contrato y otras facilidades".





EN TESTIMONIO DE LO CUAL las partes comparecientes firman este contrato en la fecha antes indicada.

AUTORIDAD DE LOS PUERTOS

2637971

DE PUERTO RICO

Sr. Héctor R. Rivera Director Ejecutivo

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Revisado y recomendado por:

Jefe, Asuntos Tarifarios

de 1200 <u>27</u> de

íng. César Cintrón Area Operaciona I

28 de Diciemaste

Redactado, revisado y recomendado por el Lodo. Carlos H. Padilla Maldonado, de la División Legal de la Autoridad de los Puertos de Puerto Rico aseverando que el mismo incluye todas las cláusulas y condiciones requeridas por la Autoridad de los Puertos para esta transacción.

destos

Revisado y recomendado por:

Lcda. Yvonne Licht Asesor Legal General

/cii

# Lease Agreement between Rhode Island Airport Corporation and Latin American Enterprises, Inc.

This Lease Agreement, made and entered into this 1st day of April 1997, by and between the Rhode Island Airport Corporation (hereinafter called "RIAC"); and Latin American Enterprises, Inc. (hereinafter called "TENANT") and their successors and assigns.

### WITNESSETH:

Whereas the Rhode Island Airport Corporation through the Lease and Operation Agreement with the State of Rhode Island dated June 25, 1993, leases, maintains and operates T.F. Green Airport (hereinafter the "Airport") and is authorized to charge use/access fees for the commercial use of the Airport, and rent for the use of the Premises (as hereinafter defined).

- 1. <u>Premises</u>: RIAC, in consideration of the rents, covenants and agreements to be paid, kept and performed by TENANT as hereinafter provided, does hereby demise and lease to TENANT, a location as delineated in Exhibit "A" here attached (the "Premises") in the City of Warwick, Rhode Island, located at T.F. Green Airport, Rhode Island and the improvements thereon.
- 2. <u>Use:</u> The Tenant is authorized to use the Premises for the installation of four (4) free standing phone card vending machines and no other purpose whatsoever.
- 3. Term: One Year commencing on April 1, 1997 and expiring on March 31, 1998.
- 4. Minimum Rent:

Exclusive Space: For the terminal space described in Section 1 above. The Tenant covenants and agrees to pay to RIAC as aforesaid, as percentage rent for each month of the term hereof, a sum equal to 15% multiplied by the amount of monthly gross sales (as hereinafter defined).

### RHODE ISLAND AIRPORT CORPORATION



T.F. Green Airport 2000 Post Road Warwick, RI 02886-1933

April 14, 1997

Alex Tissera
Latin American Enterprises, Inc.
1080 Northwest 163 Drive
Miami, FL 83168-5818

Subject:

T.F. Green Airport

Dear Alex,

Enclosed is your copy of the Lease Agreement between Rhode Island Airport Corporation and Latin American Enterprises, Inc.

If you have any questions, you may contact me at (401) 737 -4000 ext. 278.

Sincerely,

Stephen J. Bethone y

Manager of Properties

228

TEL: 401-737-4000 FAX: 401-732-4953 TDD: (401) 732-774 1

# Latin American Enterprises, Inc.

Disadvantaged
Business Enterprise
Participation
Plan/Provision



July 12, 2002

CERT. NO:

2706

Juan Pino
LATIN AMERICAN ENTERPRISES, INC.

**APPROVAL DATE(s):** 

07/12/2002 - DBE

1061 East 23rd St

**EXPIRATION DATE:** 

06/30/2005

Hialeah, FL 33013-0000

Dear Juan Pino:

The Department of Business Development has completed its review of your application and attachments submitted for certification as a Disadvantaged Business Enterprise (DBE) and hereby approves your firm as a DBE in categories listed below. Your DBE certification is valid for three (3) years, expiring as noted above and your firm will be included in our registry of certified business.

While Disadvantaged Business Enterprise (DBE) certification qualifies your firm to bid and participate on projects with DBE participation requirements, please note that this certification does not allow you to participate on projects with Black, Hispanic, Women and/or Community Small Business Enterprise (BBE/HBE/WBE/CSBE) program requirements unless you are specifically certified in these programs. Please note that certification as a small and/or minority business enterprise continues to be valid for one (1) year.

If any changes occur within your company during the certification period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. All inquiries or changes related to this certification should be directed to the Certification Unit between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. This Department will forward to you an application for re-certification (a much shorter process) within four (4) weeks of the above expiration date.

We look forward to your participation in Miami-Dade County's small, minority and/or disadvantaged business programs.

Sincerely,

Marsha Jackman

Director, DBD

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

Other Telecommunications (DBE)

Other Communications Equipment Manufacturing (DBE)



July 12, 2002

CERT. NO:

1425

Juan Pino
LATIN AMERICAN ENTERPRISES, INC.

APPROVAL DATE(s):

07/12/2002 - HBE

1061 East 23rd St Hialeah, FL 33013-0000 **EXPIRATION DATE:** 

06/30/2003

Dear Mr. Pino:

The Department of Business Development has completed its review of your application and attachments submitted for certification as a small, minority and/or disadvantaged business enterprise. This office hereby approves your firm as a Hispanic Business Enterprise (HBE) in Miami-Dade County in the categories listed below.

Your firm will be included in our registry of certified businesses and this certification is valid for twelve (12) months, expiring as noted above. This certification may require additional review at the time of bid or when your company is being considered by a prime contractor to meet a goal. It affords your company the opportunity to participate as a small or minority-owned business in the competitive process for contracts. Please note that the trade categories listed below are the only areas that your company is eligible to bid or participate in contracts under your current certification. You should also register as a Miami-Dade County vendor. Please contact Miami-Dade's Procurement Management Division at (305) 375-5289 to obtain a vendor application.

If any changes occur within your company during the certification period (such as ownership, address, telephone number, trade category, licensing, technical certification, bonding capacity, or if the business ceases to exist) you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times. All inquiries or changes related to this certification should be directed to the Certification Unit between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. This Department will forward to you an application for re-certification (a much shorter process) within four (4) weeks of the above expiration date. Please be advised that your firm may be prohibited from working on contracts obtained through this certification if you fail to re-certify or if the firm loses its certification for any reason.

We look forward to your participation in Miami-Dade County's small, minority and/or disadvantaged business programs.

Sincerely,

Marsha Jackman

Director, DBD

CATEGORIES: (Your firm may bid or participate on contracts only under these categories)

Other Telecommunications (HBE)

Other Communications Equipment Manufacturing (HBE)

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN/PROVISION TITLE OF BID PACKAGE:
BID PACKAGE #

### DISADVANTA GED BUSINESS ENTERPRISE PARTICIPATION PLAN

### L DEFINITION:

As used in the Bidder/Proposal Documents, the term "Disadvantaged Business Enterprise" (DBE) means a small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Small and business concern means a firm, including all its domestic and foreign affiliates, that qualified under the applicable size standard set forth in 49 CFR Part 23, Subpart F - Size Standards for Airport Concessionaires.

Socially and economically disadvantaged individuals means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian Indian Americans and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act, Metropolitan Dade County (MDC) shall make a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged. MDC may determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are socially and economically disadvantaged.

- (a) Black Americans which includes persons having origins in any of the Black racial groups of Africa;
- (b) Hispanic Americans which includes persons of Mexican, Puerto Rican, Cuban, Central or South America, or other Spanish or Portuguese culture or origin, regardless of race;
- (c) Native Americans which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- (d) Asian-Pacific Americans which includes persons whose origins are from Japan, China,
  Taiwan, Korea, Vietnam, Laos, Cambodia, the Phillippines, Samoa, Guam, the U.S. Trust
  Territories of the Pacific, and their Northern Marianas; and,
- (e) Asian-Indian Americans which includes persons whose origins are from India, Pakistan, and Bangladesh.

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DISADVANTA GED BUSINESS ENTERPRISE PARTICIPATION PLAN/PROVISION TITLE OF BID PACKAGE:
BID PACKAGE #

### IL DBE PARTICIPATION PLAN

The DBE participation plan required to be submitted with the proposal by each Bidder/Proposer must contain at least the following:

- A Schedule of Participation (DBE APPENDIX I) and Letter of Intent (DBE APPENDIX 2) by the Bidder/Proposer of the percentage of participation by a DBE Firm the Bidder/Proposer intends to have in this Agreement and how the Bidder/Proposer intends to achieve such stated participation.
- 2) Below is the documentation which will be required as part of the Bidder/Proposer's DBE Participation Plan for any one or combination of the following:
  - (a) If Bidder/Proposer intends to meet the DBE goal as a DBE itself the Bidder/Proposer shall submit:
    - 1) A Schedule of Participation (DBE APPENDIX I);

2) Letter of Intent (DBE APPENDIX 2);

- 3) DBE Certification by the Department of Business Development (DBD) (Phone: (305) 349-5960);
- 4) Explanation of participation by the DBE Firm in management and day-to-day operation; and,
- 5) Financial participation by the DBE Firm Proposer in gross receipts from this agreement.
- (b) If Bidder/Proposer intends to meet the DBE goal as a parmership or joint-venture, the Bidder/Proposer must submit:
  - 1) A Schedule of Participation (DBE APPENDIX 1);

2) Letter of Intent (DBE APPENDIX 2);

3) Partnership or joint-venture agreement;

- 4) An explanation of participation by the DBE participant in the management and to day-to-day operations;
- 5) Financial participation by the DBE Firm to meet the DBE participation in gross receipts;

6) DBE Certification by the Department of Business Development (DBD) (Phone: (305) 349-5960) of the DBE joint-venturer or partner, and

- 7) Experience of DBE joint-venturer or partner must be listed on the experience sheet.
- (c) If the Bidder/Proposer intends to meet the DBE goal through subcontracting, the Bidder/Proposer must submit:
  - 1) A Schedule of Participation (DBE APPENDIX I):

2) Letter of Intent (DBE APPENDIX 2);

- 3) A listing of those activities which the Proposer intends to subcontract and the estimated percentage of gross receipts such subcontracted services will represent of the gross receipts from all activities under the agreement will be subcomracted;
- 4) A list of intended DBE firms the Proposer is negotiating with and evidence of their DBE certification by the Department of Business Development of such DBE firms; and,
- 5) Experience of DBE subcontractors must be listed on the experience sheet.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN/PROVISION TITLE OF BID PACKAGE:
BID PACKAGE #

MDC may request any other information as may be required to determine the listed DBE Firm's Qualifications. Agreements between a Bidder/Proposer and a DBE Firm in which the DBE firm promises not to provide quotations to other bidder/proposers is prohibited. The listing of a DBE Firm by a Bidder/Proposer as part of its Disadvantaged Business Enterprise Participation Plan shall constitute a representation by the Bidder/Proposer that such DBE Firm is Qualified and not Unavailable, and a commitment by Bidder/Proposer that if it is awarded this agreement, it will utilize such DBE firms listed for the portion of the contract and at the percentage of gross receipts set forth in its submission, subject to the terms of these Provisions.

### III. GOOD FAITH EFFORTS:

The Bidder/Proposer shall make good faith efforts to achieve the established DBE participation goal. In the event that the Bidder/Proposer's DBE Participation Plan does not meet the established DBE participation goal, the Bidder/Proposer must submit with his proposal documentation to demonstrate all good faith efforts extended by the Bidder/Proposer in attempting to meet the stated DBE participation goal. The good faith efforts documentation is required to be submitted with the proposal and shall include, but not be limited to:

- a. A detailed statement of the efforts made to contact and negotiate with DBE Firms, including (i) the names, addresses and telephone numbers of DBE Firms who were contacted, (ii) a description of the information provided to DBE Firms regarding the proposal or portions of the work to be performed, and (iii) a detailed statement of the reasons why additional prospective agreements with DBE Firms, if needed to meet the stated goal, were not reached.
- b. A detailed statement of the efforts made to select portions of the work proposed to be performed by DBE Firms in order to increase the likelihood of achieving the stated goal.
- c. For each DBE Firm contacted but which the Bidder/Proposer considered to be not qualified, a detailed statement of the reasons for the Bidder/Proposer's conclusions.
- d. Attendance at pre-proposal meetings, if any, scheduled by the Bidder/Proposer to inform DBEs of participation opportunities under a given solicitation.
- e. Advertisement in general circulation media, trade association publications, and minority focus media for at least twenty (20) days before bidder/proposals are due. If the interval between MDC advertising and proposal due date is so short that (20) days are not available, then publication for a shorter reasonable time is acceptable.
- f. Efforts made to assist the DBE firms contacted that needed assistance in obtaining bonding or insurance required by the Bidder/Proposer or MDC.
  - B. Written notification to DBEs that their interest in the contract is solicited.

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DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN/PROVISION TITLE OF BID PACKAGE:
BID PACKAGE #

Failure of the Bidder/Proposers to submit the evidence of DBE Participation and the good faith efforts if necessary, as set forth above, may render the proposal non-responsive and bidder/proposal will not be considered for award.

### IV. INVESTIGATION AND RECOMMENDATION BY COMPLIANCE MONITOR

In the event that the Bidder/Proposer has not met the stated DBE participation goal established for this agreement, the Compliance Monitor (Associate Aviation Director, Miami-Dade County Aviation Department) may require that the Bidder/Proposer meet with the Compliance Monitor at Miami-Dade County Aviation Department, Minority Affairs Division, Building 5A, 3<sup>rd</sup> Floor, Miami, Florida 33159, or such other place as the Compliance Monitor may designate. The purpose of this meeting shall be for the Compliance Monitor to determine, if necessary, whether the effort of the Bidder/Proposer to meet the stated goals is sufficient. At this meeting, the Bidder/Proposer shall have an opportunity to present information pertinent to its compliance with the applicable requirements.

- The Compliance Monitor may require the Bidder/Proposer to produce such additional information as the Compliance Monitor deems appropriate.
- No later than (15) days after initial meeting with the Bidder/Proposer, the Compliance Monitor shall make a written recommendation to the Aviation Director or his designee (hereinafter referred to as "Director") which shall include a statement of the facts and reasons upon which the recommendation is based.
  - Determination by Miami-Dade County Following receipt of the Compliance Monitor's recommendation, the Director shall, at his discretion, request such further information from the Bidder/Proposer by providing a Notice of Opportunity to meet with the Contracting Officer or his designee and may rely upon any factual conclusion reported by the Compliance Monitor which is not contradicted by the Bidder/Proposer, relevant to the issues on which his recommendation to the Board will be based. As soon as practicable, the Director shall make a determination, in writing and setting forth the facts and reasons upon which it is based, whether the bid/proposal of such Bidder/Proposer complies with the requirements of the Part or recommending to the Board that the Comract/Agreement not be awarded to the Bidder/Proposer. A copy of such determination shall be sent to the Bidder/proposer. Such determination shall not affect the power of the Board of County Commissioners to reject a bid/proposal for any other reason or to take action on the recommendation of the Director as it deems appropriate.

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DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN/PROVISION TITLE OF BID PACKAGE:
BID PACKAGE #

Consideration of Other Bids – If Miami-Dade County deems it advisable in the interest of expediting the award of the Contract, the procedures set forth in this Part may be carried out with respect to the bids/proposals of one or more additional Bidders/Proposers at the same or different times with each such proceeding to be separately conducted.

- c) <u>Failure of Bidder/Proposer to Participate</u> The Bidder/Proposer will be bound by proceedings under this part to which it has given required notice without regard to its participation or lack of participation in them. Its lack of participation, upon receiving notices and requests pursuant to this Part, shall not be grounds for reconsideration of any actions taken in the proceedings under this Part.
- V. SUBSTITUTION OF DBE FIRMS FOR THOSE LISTED ON THE DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN/PROVISION PRIOR TO CONTRACT AWARD

A Bidder/Proposer may not change information required by these Provisions from that provided in its Disadvantaged Business Participation Plan unless authorized to do so by the Director, or his designee, in writing. Such written authorization may be given upon a receipt of written request from the Proposer outlining the reason the request for change is being submitted specific details of the requested change and impact of the requested change on the DBE Participation as originally submitted. Failure on the part of the Bidder/Proposer to comply with all of the requirement of these Provisions shall be grounds for the recommendation of the Director to the Board of County Commissioners that the Contract not be awarded to the Bidder/Proposer.

### VI REQUIREMENTS AND PROCEDURES SUBSEQUENT TO CONTRACT AWARD

A <u>Disadvantaged Business Emerprise Participation Plan</u>. The Proposer shall contract with those DBE firms listed on the Bidder/Proposer's Disadvantaged Business Emerprise Participation Plan, and shall thereafter neither terminate such DBE Firms nor reduce the scope of the work to be performed by, or decrease the percentage of participation by the DBE Firm(s) thereunder without the prior written authorization of the Director.

### B. Substitution of DBE Firms

1. Excuse from entering in agreements with DBE Firms. If prior to execution of an agreement required by these Provisions, the Bidder/Proposer submits a written request to the Director and demonstrates to the satisfaction of the Director that, as a result of a change in circumstances beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of award of the Contract, a DBE Firm which is to enter into such agreement has become not qualified, or that the DBE Firm has unreasonable refused to execute the agreement, the successful Bidder/Proposer shall be excused from executing such agreement.

## DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN/PROVISION TITLE OF BID PACKAGE: BID PACKAGE #

- Rightful Termination of agreements entered into with DBE firms. If after execution of an agreement required by these Provisions, the Bidder/Proposer submits a written request to the Director and demonstrates to the satisfaction of the Director that, as a result of a change in circumstance beyond its control of which it was not aware and could not reasonably have been aware until subsequent to the date of execution of such agreement, a DBE Firm which entered into such agreement has become not qualified or has committed and failed to remedy a material breach of the agreement, the Bidder/Proposer shall be entitled to exercise such rights as may be available to it to terminate the agreement.
- Determination of Excuse of Rightful Termination. If the Bidder/Proposer at any time submits a written request under these Provisions to the Director, as soon as practicable, shall determine whether the Bidder/Proposer has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Bidder/Proposer an opportunity to present pertinent information and arguments.
- Alternative DBE Firm Participation Agreements. If the Bidder/Proposer is excused from entering or rightfully terminates an agreement with a DBE firm listed as part of the Bidder/Proposer's DBE Participation Plan, the Bidder/Proposer shall make every reasonable effort to enter into an alternative agreement for at least DBE Participation percentage as originally submitted as part of their proposal for this contract with another certified DBE firm. The Bidder/Proposer shall be deemed to have satisfied the requirements of this section if:
  - a. It shall enter each such alternative agreement(s) for at least the DBE participation as originally proposed.
  - b. It demonstrates to the satisfaction of the Director that it has made every reasonable efforts to negotiate with a DBE Firm in an attempt to enter into an agreement, but that it was unable to enter into such agreement because the DBE Firms were (i) not qualified; (ii) Unavailable; or (iii) although Qualified and not Unavailable, was unwilling or unable to reach an agreement.
  - Any situation covered by this section arises, the Compliance Monitor shall promptly meet with the Bidder/Proposer and provide him an opportunity to demonstrate compliance with these Provisions.
- VII. Continued compliance MDC shall monitor the compliance of the Bidder/Proposer with the requirements of this Plan during the term of the contract. MDC shall have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with these. Provisions including, but not limited to, manpower tables, records for expenditures, observations at the job site, and contracts between the Bidder/Proposer and his subcontractors, suppliers, etc., entered into during the life of the Contract.

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DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION PLAN/PROVISION TITLE OF BID PACKAGE:
BID PACKAGE #

VIII. Sanctions for violations - If at any time MDC has reason to believe that the Bidder/Proposer is in violation of is obligation under these Provisions, or has otherwise failed to comply with these Provisions, MDC may, in addition to pursuing any other available legal remedy, commence proceeding to impose sanctions which may include, but are not limited to, one or more of the following:

- The suspension of any payment or part thereof due the Bidder/Proposer until such time as the issues concerning the Proposers Compliance are resolved.
- 2. The termination or cancellation of the Contract in whole or in part, unless the Bidder/Proposer demonstrates within a reasonable time its compliance with the terms of these Provisions.
- The denial to the Bidder/Proposer of the right to participate in any further contracts awarded by MDC for a period of not longer than three years. No such sanction shall be imposed by MDC upon the Bidder/Proposer except pursuant to a hearing conducted by the Compliance Monitor and/or Director.

<u>DBE Reporting Requirements</u> - The Bidder/Proposer shall submit the attached Miami-Dade Aviation Department Concession Monthly Utilization Report (Attached) as required for Contracts in which a DBE Goal has been set.

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# SCHEDULE OF PARTICIPATION BY DBE FIRMS

Listed below is the information pertaining to "certified" DBE firms who will be participating in this contract.

	NAME OF DBE FIRMS	DESCRIPTION OF SERVICES	
	14TIN AMERICAN	PREDAIL OHONE CARROLLICE	% OF BID/FROPOSAL
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		Operation and Houteman	
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. 43	Signature		
	JUMN JOSE PIND	PRESIDENT. / 4	
-	Frint Name	]·.	ALIN NITERICAN CON ECUASE

DRE APPENDIX I

# LETTER OF INTENT DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

TO: MIAMI - DADE AVIATION DEPARTMENT
Project: INVITATION to BID FOR the Prepario Phone Cards MACHINE
Contract Number: 810 +MAD 003 Total % of Bidder/Proposal: 100%
The undersigned holds DBD Certificate Noexpiring on,20
The undersigned intends to perform the following work in connection with the above Bid/ Proposal (Describe):
PLEABE SEE ATMICHMENT DBE-Appoid x 2  Description of Services % of Bid/Proposal
Signature  Date 7/16/2002  Print Name JV MY JOSE VINO  Title PRESIDENT  DBE Firm

DBE APPENDIX 2

ig C

# DISADVANTAGED BUSINESS ENTERPRISE (DBE)

DBE NAME	LATIN AMERICAN ENTER PARES, ONE.
ADDRESS	2979 SW 3rd Alle thing floor Mary, pl 23,129

NAME OF CLIENT COMPANY NAME AND ADDRESS	DESCRIPTION OF SERVICES PROVIDED TO CLIENT	ANNUAL GROSS REVENUES	CALENDAR
A) MIALL ONTETNATIONAL	installation, operation and Mantelnance	χ.	7/21/95-
PLOKINA	Of prepail durne card Jending Modrings	\$1,000,000	PIESENT
(B) SAN WAN CATERNALMED	Installaton operation	•	- SP (0E/21
UNFORT, SAM JAMM. VIERTO RICO.	prepais dans are.	cco'0z1\$	. Present
co orlando international	installation, operation	\$ 540,000	4/2/07
OUTABLE OFFERUS, FUNCIA	prepaid plume and		PRESENT
NOTES: USE A BYPARATE SHEET FOR EACH DRE COAPANY		•	•

E. ... CRIENCE SHEET

### CERTIFICATE OF UNAVAILABILITY

I,	NC NC	OT APPLIC		<u>.</u>
	٠.		Title ·	_
of	certify t	hat on	•.	
•	•		Date	
I contacted the	•••	to obt	ain a Bid/Pr	nposal.
Disadvantageo	Business Ent	terprise		
Description of Services:	• •		•	
	*		•	
· .	•		, • .•	
			•	
			•	
,	••	<u> </u>		
Signature	•	· ·		-
•		•		•
Print Name		•		
	•	•		
Title .		•	• • •	
•		•		
DBE NAME	was offered th	e above oppor	tunity to Bi	d/Propos
	•		•	
I was unavailable to provide the	services at th	e above specifi	ed time du	e to:
			·	
		•	•	•
	•	•	···	•
Signature		DBD Ce	rtificate No	) <b>.</b>
Print Name	•	Expires		
	•		•	•
Title				

•

DBE APPENDIX 3

# CONCESSION MONTHLY UTILIZATION REPORT NOT APPLICABLE

Reporting Period: Name and Address <u>ਰ</u>਼ Name of Prime Concessionaire: Date of Award Lease Number: Starting: Terms of Agreement Options: Expiration: **Agreement Amount Modification Amount** YTD DBE Goal:
Required\_\_\_\_\_\_
Actual

From:

Amount of Revenues this Period Operational Expenses this Period **Total Operational Expenses to Date** Total Revenues to Date **DBE Operational Expenses this Period** DBE Revenues for this Period Total DBE Operational Expenses to Date \$ Total DBE Revenues to Date

DISADVANTAGED BLISINESS ENTERPRISES (DBE) OPPORTUNITIES

Name of DBE Firm	Goal	Revenue This Period	Revenues to Date	Operational Expenses This Period	Operational Concession Expenses to Date Opening Date	Concession Opening Date
			,			

Print Name Authorized Signature Date



な



## APPENDIX "D" ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

	PART I: Listed below are the dates of issue for easith this solicitation.	ach Addendum received in connection
	Addendum #1, Dated 6/14	2002
	Addendum #2, Dated 6/28	
	Addendum #3, Dated 7/3	
	Addendum #4, Dated	
	Addendum #5, Dated	
	Addendum #6, Dated	
1	Addendum #7, Dated	
	Addendum #8, Dated	
	Addendum #9, Dated	, 200
	PART II:  No Addendum was received in connecti	on with this solicitation.
	Authorized Signature:	Date: 7/16/02
T	Prim Name: JUAN JOSE VINO	Title: YOE Si Bout
	Firm Name: LATIN QWEN COM	SINC JACONICATE JANG
	Firm Name: <u>UADVI QMEN COM</u> Address: <u>2929</u> SW 3rd AVE	enterprises unc.
	City/State/Zip: MIGMI, FLOCID	A 33129
	Telephone: (305)854-1414 Fa	x: (305) 856-1410
	A-3 - Rev. 1/27/00	

### BID BOND GUARANTY APPENDIX E

NOT APPLICABLE

State of	(	County of		
We,			as Prin	cipal
and				as Surety, are held and
•			r called the County, i Dollars (\$	) lawful money of
			be made, we bind ourselv	
			ly by these presents. The	
the attached Bid, date	d,20	, for	Prep	aid Phone Card Vending
			at time of bid opening fu	
information required t	y the Prepaid Phone (	Lard Vending Machin	nes Documents, and shall	I not withdraw said Bid
within the time supula	Actives to the County	the Contract the Per	within the time stipulater formance Bond, Paymen	t Rend and anti-fractions to
midence of all remires	d Insurance. The Prince	inal shall give a Perfo	rmance Bond and a Paymen	ent Bond with good and
sufficient surety as rec	mired by the Prepaid P	hone Card Vending N	Machines Documents, for	the faithful performance
and proper fulfillment	of such Contract and f	for the prompt payme	ent of all persons furnishing	ing labor or materials in
connection therewith.	Having met these oblig	gations shall render ti	his Bond void and of no	effect; or in the event of
withdrawal of said Bid	within the period spec	cified, or in the event	of the failure to comply	with the Prepaid Phone
Card Vending Machine	es Documents, or in the	e event of failure to e	nter into such Contract a	nd give such Bonds and
evidence of insurance	within the time specifi	ied, if the Principal s	shall pay the County the	difference between the
amounts specified in sa	and Bid and the amount	for which the County	y may procure the require	d services and supplies,
otherwise, to remain in	full force and wirther	ne normer, unen une a	bove obligations shall be	void and of no effect;
VIII 11150, 10 200.0011 211				
The above bounden par	rties have caused this B	ond to be executed b	y their appropriate official	als as of theday of
, 20	<i>:</i>			
			CORPORATION	
Witness		By:		
		Title		
		PARTNERSHII	OR JOINT VENTUR	<b>E</b> *
			·	
Witness		By:		
		Title		
Witness		By:		
111600	•			
				<del></del>
* Note: All Parti	ners or Joint Venture M	lembers shall sign an	d submit documentation	proving their authority
to sign on behal	If of the Partnership or J	loint Venture.		
	W DECIDENT C	TETEL FORMER.		
COUNTERSIGNED B		SURETY:		
FLORIDA AGENT O	r burell:			
(Copy of Agent's current	Identification			
Card as issued by State		By: Attorney-in-F	act	
	must be attached)	aj. I wordy Mil		ORATE SEAL)
			(5514)	

(This form must be submitted in duplicate - one original and one copy)

# Miami-Dade Aviation Department Miami International Airport Two Years Passenger Traffic by Concourse

APPENDIX G

FY 00/01 Conc	Domestic Arrival	Domestic Departure	Int'l. Arrival	int'i. Departure	Total Arrival	Total Departure	Total Pax
Α	33,177	37,191	1,421,880	1,473,968	1,455,057	1,511,159	2,966,216
В	1,078,880	925,081	513,922	657,448	1,592,802	1,582,529	3,175,331
С	705,135	633,489	25,078	96,996	730,213	<b>730,48</b> 5	1,460,698
D	1,093,649	1,556,680	1,191,776	1,564,113	2,285,425	3,120,793	5,406,218
E	2,128,411	1,805,129	2,813,079	2,085,272	4,941,490	3,890,401	8,831,891
F	685,745	706,443	1,518,071	1,630,588	2,203,816	2,337,031	4,540,847
G	1,353,025	1,378,004	235,149	251,027	1,588,174	1,629,031	3,217,205
н	1,463,984	1,455,521	149,424	145,305	1,613,408	1,600,826	3,214,234
j	127,693	127,088	(12,615)	(4,965)	115,078	122,123	237,201
TOTAL	8,669,699	8,624,626	7,855,764	7,899,752	16,525,463	16,524,378	33,049,841

FY 99/00	Domestic	Domestic	int'i.	int'i.	Total	Total	Total
Conc	Arrival	Departure	Arrival	Departure	Arrival	Departure	Pax
Α	2,275	2,188	1,078,695	1,119,945	1,080,970	1,122,133	2,203,103
В	118,635	115,846	817,999	838,788	936,634	954,634	1,891,268
С	673,124	644,627	249,046	269,030	922,170	913,657	1,835,827
D	1,861,583	2,286,405	1,392,605	1,791,335	3,254,188	4,077,740	7,331,928
E	2,400,552	1,882,982	2,665,848	2,134,910	5,066,400	4,017,892	9,084,292
F	677,345	740,563	1,561,700	1,628,657	2,239,045	2,369,220	4,608,265
G	1,448,896	1,424,374	180,720	181,601	1,629,616	1,605,975	3,235,591
н	1,506,486	1,494,314	140,732	136,551	1,647,218	1,630,865	3,278,083
J	134,135	133,247	766	6,780	134,901	140,027	274,928
TOTAL	8,823,031	8,724,546	8,088,111	8,107,597	16,911,142	16,832,143	33,743,285



### **APPENDIX H**

### Miami Dade Aviation Department Prepaid Phone Card Vending Machines Two Years Sales History

	FY 00-01	FY 99 - 00
Month	Sales	Sales
October	\$265,094	\$282,781
November	249,613	258,287
December	288,292	286,250
January	283,673	276,951
February	209,256	229,133
March	263,961	274,400
April	207,688	237,767
May	214,255	239,077
June	259,129	264,675
July	235,618	275,666
August	266,533	283,600
September	205,823	254,048
TOTAL	\$2,948,935	\$3,162,635

The sales history compilation is based on approximately 84 devices; the invitation to Bid authorizes only 37 devices.

# Disadvantaged Business Enterprise Plan/Provision Attachments Miami International Airport





Lain Amerikan Enterprises, Inc.

### DBE - Appendix 2

### LETTER OF INTENT DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

The undersigned intends to perform the following work in connection with the above Bid/Proposal (Describe):

Latin American Enterprises, Inc. will have the duty and responsibility to operate the following areas:

### 1-Shop Operations

a-Passenger profile analysis

b-Cash handling/sales audit

c-Enhancing sales

d-Selling to the customer

e-Staffing to meet customer levels

f-Opening and closing procedures

### 2-Personnel

a-Employment practices

b-Compliance with wage and hour laws

c-Compliance with County and Airport requirements

d-Designing compensation and benefits plans

e-Management and staff training to enhance product knowledge and customer service

f-warehousing packaging and sales reporting of merchandise

### 3-Shop Design and Display

a-Retail layout

b-Merchandising techniques

c-Visual display techniques

### **4-Loss Prevention**

a-External and internal theft

b-Shop security

-1-

### 5- Books, Records and Reports

- a- The books of account and supporting records of the Joint Venture and the Sub-Concessionaire shall be maintained at the principal office and shall be open for inspection by the MAD or the DBE Sub-Concessionaire or Joint Venture, upon reasonable prior written notice, during business hours.
- b- The books of account, for both financial and tax reporting purposes shall be maintained on the accrual method of accounting. The Prime Concessionaire or Joint Venture, within an agreed upon time after the end of each month during the term of this agreement, an audited operating (income) statement for the preceding month and for the year-to-date.
- c- Reports of the DBE Mentoring Program shall be submitted to the Department's Minority Affairs and Business Management Divisions, outlining the specific areas of training, components covered, total number of hours, training, training material covered, etc.

Jan José Piño

Latin American Estephises, Inc

# Latin American Enterprises, Inc.

Single Execution Affidavits

### **MIAMI-DADE COUNTY**

## MIAMI-DADE AVIATION DEPARTMENT SINGLE EXECUTION AFFIDAVITS AND CERTIFICATIONS

Project Title PREPAID PHONE CARDS VENDING MACHINES
Project Number BID # MDAD 0003
COUNTY OF Miami-Dade
STATE OF Florida
Before me the undersigned authority appeared, TVAN JOSE PINO (Print Name)
who is personally known to me or who has provided
as identification and who did (did not) take an oath, and who stated:
That he is the duly authorized representative of
LATIN AMERICAN ENTERPRISES, ONC (Name of Firm/Respondent)
(Name of Firm/Respondent)
2929 Sw 3rd Ave, third floor. MIMI, FL 33129
(Address of Firm/Respondent)
hereinafter referred to as the contracting entity being its    PRESIDENT   (Sole Proprietor)(Partner)(President or Other Authorized Officer)
and as such has full authority to make these affidavits/certifications and say as follows.

# DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY PART I

That	the information given herein and in the documents attached hereto is true and correct.
	full legal name and business address* of the person or entity contracting or transacting business  Miami-Dade County is:  TYM TISE PINO
	LATIN AMERICAN ENTERPRISES DN
_	2929 SW 318 Are third floor Maru, PL 331
	contract or business transaction is with a Corporation**, provide the full legal name and business ss* and title for each officer.  SEE ATTACMMENT ARE-PART
	contract or business transaction is with a Corporation**, provide the full legal name and business ss* for each director.
_	JUM JOSE PINO- PRESIDENT
	LATIN AMERICAN ENTERPRISES, DNC
2	LATIN AMERICAN ENTERPRISES DNC 929 SW 312 Are, Wind floor. Miaru, PL3312
addres	contract or business transaction is with a Corporation**, provide the full legal name and business ss* for each stockholder who holds directly or indirectly five percent (5%) or more of the ration's stock and state the percentage.
_	DVAN JOSE PINO- PRESIDENT - Stockholder 100
	ADIN AMERICAN ENTER PRISES, ONC.
2	1929 SW 318 Are. WIND FLOOR. Miami, FL 3312
f the	contract or business transaction is with a Trust, provide the full legal name and address for each and each beneficiary. All such names and addresses are:
1	not apphicable
-	

# DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY PART I (Cont'd)

6.	materialmen, suppliers, laborers, or ler beneficial or otherwise) in the contract or	resses* of any other individuals (other than subcontractor ders) who have, or will have, any interest (legal, equitable business transaction with Miami-Dade County are:
	Not applicab	æ
7.	Taint Mantagen	nes and titles of the Officers of the Corporate Members of th
(a)	President: Not apply (4)	(b) President:
	Vice-Pres:	Vice-Pres:
	Secretary:	
	Treasurer:	Treasurer:
8.		enture, list the names of the Principals of the Non-Corporat
(c)	(Name)	(d)(Name)
	(Name)	(Name)
(c)		(d)(Title)
(-)	(Title)	(Title)
9.	State whether the person or entity contract collective bargaining agreement with its emp	ing or transacting business with Miami-Dade County has bloyees (Yes/No):
10.	Attach a list of the health care benefits to be	paid to employees performing work under this Contract.
		n of the entity's work force as to race, national origin or
	gender.  SEE ATTACHMEN  DD EXTRA SHEETS IF NEEDED	TAPF-PARTI-11-
(A)	DD EXTRA SHEETS IF NEEDED  Post Office Box addresses not acceptable	
**	If a Joint Venture, list this information fo	r each member of the Joint Venture

# DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY PART II

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	H MIAMI DADE COUNTY  E CONSTRUCTIONS  CONTR ACTS WITH  PERCENTAGE MIAMI DADE  DIFFERENTIAL COUNTY.
(1)			
	\$	\$	%
Summary of Construction Work performed			
Litigation Arising out of Contract		-	•
(2)	\$	\$	
Summary of Construction Work performed			
Litigation Arising out of Contract			

AFF-4

## DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY PART II (Cont'd)

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE **COUNTY DURING THE LAST FIVE (5) YEARS: DOLLAR AMOUNT OF** FINAL AMT. **PERCENTAGE CONTRACT** OF CONTRACT **ORIG.CONTRACT** DIFFERENTIAL DATE November (1) Name of Dept. & AN ATION DEPARTMENT, MIAMI Summary of Professional INTERNATIONAL AIRPORT Services performed TUDDUZISA HOLDAY Litigation Arising out of Agreement (2) Name of Dept. & Summary of Professional Services performed Litigation Arising out of Agreement PLEASE SEE COPY OF CONTRACT IN ATTACHMENT 10- (4) AFF-5 MQQF.

## DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY PART II (Cont'd)

LIST ALL PROFESSIONAL SERVICES AGREEMENTS IN EFFECT WITH MIAMI DADE COUNTY DURING THE LAST FIVE (5) YEARS:

CONTRACT DATE	DOLLAR AMOUNT OF ORIG.CONTRACT	FINAL AMT. OF CONTRACT	PERCENTAGE DIFFERENTIAL
(3)	\$	\$	
Name of Dept. & Summary of Professional Services performed			
Litigation Arising out of Agreement			
(4)	**************************************	\$	~
Name of Dept. & Summary of Professional Services performed			
Litigation Arising out of Agreement			

(ADD EXTRA SHEET(S) IF NEEDED.)

## DISCLOSURE AFFIDAVIT FOR MIAMI-DADE COUNTY PART III

A. How long has firm been in business? 11 Years.

LATIN AMENCAN ENTERPOISES WAS REGISTERED ON DECEmber, 199

B. Has the firm, or the principals of the firm, ever done business under another name or with another firm? If so, attach separate sheet(s) listing same information as in parts I, II and III of this affidavit.



C. List firm's private sector business for the last five (5) years:

#### NAME OF CLIENT

- (1) SEVILLE HOTEL Miami Blady Florusa
- (2) Arlington Hotel New York City, New York
- (3) REGENCY HOTEL
  Mani black Florida
- (4) Executive trand Agency bach, Floriba
- (5) <u>Sunset Cove</u> Resort Key West, FloriAA.

(ADD EXTRA SHEET(S) IF NEEDED.)

#### **DESCRIPTIVE TITLE OF PROJECT**

Prepaid phone cards vending machines services, this machines services

Prepaid phone cards vending machines services

## SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

- 1. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - 1. A predecessor or successor of a person convicted of a public entity crime: or
  - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies.]

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the final order.]

24



The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

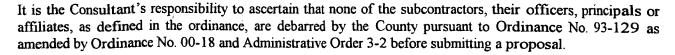
The person or affiliate has not been placed on convicted vendor list. [Please describe any action taken by or pending with the Florida Department of General Services.]

#### MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

Ordinance No. 93-129, as amended by Ordinance No. 00-18, is applicable to any provider of goods or services to the County who has a debarment history of poor performance on County Contracts or who have by their commission of crimes or the rendition of civil judgements, shown a lack of honesty and integrity.

Pursuant to Ordinance No. 00-18, the terms "vendor" and "consultant" have the same meaning as "contractor" and "subconsultant" has the same meaning as "subcontractor."

The Consultant shall comply with Miami-Dade County Ordinance No. 93-129 as amended by Ordinance No. 00-18, which prevents contractors, subcontractors, their officers, their principals, stockholders, and their affiliates who have been debarred by the County, from entering into contracts with the County during the period for which they have been debarred. Debarment may also constitute grounds for termination of any existing County contract.



The Disclosure Affidavit pursuant to Ordinance No. 93-129 as amended by Ordinance No. 00-18 requires the Consultant to affirm, under oath, that neither the Consultant, its subcontractors, or their officers, principals or affiliates, as defined in the ordinance, are debarred by the County at the time of the response.

Any Consultant who fails to complete the Disclosure Affidavit pursuant to Ordinance No. 93-129, as amended, shall not be awarded a Contract with the County. Any contract or transaction entered into in violation of Ordinance No. 93-129 as amended by Ordinance No. 00-18 is void, and any person who willfully fails to disclose the required information or who knowingly discloses false information can be punished by civil or criminal penalties, or both, as provided for in the law.

Consultants shall also comply with Miami-Dade County Ordinance Nos. 93-137 which provides for penalties for any entity attempting to meet contractual obligations through fraud, misrepresentation, or material misstatement. In addition, the County shall, whenever practicable, terminate the contract. The County may also terminate or cancel any other contracts which such entity has with the County.

Pursuant to Ordinance No. 97-52, any entity attempting to comply with this Ordinance through fraud, misrepresentation or material misstatement may be debarred.

Consultant or his agents, officers, principals, stockholders, subcontractors or their affiliates shall affirm that they are not debarred by Miami- Dade County.



#### CRIMINAL RECORD AFFIDAVIT



Pursuant to Ordinance No. 94-34, as amended by Ordinance No. 00-30, failure to disclose convictions may result in debarment for those persons or entities who knowingly fail to make the required disclosure or falsify information.

Above named Firm/Respondent, as of the date of bid/proposal submission:

has not been convicted of a felony during the past ten (10) years, nor does it, as of the date of bid submission, have an officer, director or executive who has been convicted of a felony during the past ten (10) years.

has been convicted of a felony during the past ten (10) years, or as of the date of bid submission, has an officer, director or executive who has been convicted of a felony during the past ten (10) years.

#### **CURRENT IN OBLIGATIONS TO THE COUNTY AFFIDAVIT**

Pursuant to Ordinance 99-162, as amended by Ordinance 00-67, Resolution R-531-00 and Administrative Order 3-29, all contracts, business transactions and renewals thereof with the County shall require the individual or entity seeking to transact business with the County to verify that the individual or entity is current in the obligations to the County and is not otherwise in default of any County contract. Any contract or transaction entered into in violation of this Ordinance shall be voidable.

Further, failure to meet the terms and conditions of any obligation or repayment schedule shall constitute a default of the subject contract and may be cause for suspension, termination and debarment, in accordance with the terms of the contract and the debarment procedures of the County.

Above named Firm/Respondent, as of the date of bid submission, verifies that the individual or entity is current in its obligations to the County and is not otherwise in default of any County contract.

#### DISABILITY NONDISCRIMINATION CERTIFICATION

That the above named entity is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794
The Federal Transit Act, as amended 49 U.S.C. Section 1612
The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631
Miami-Dade County Resolution No. R-385-95.



Any contract entered into based upon a false certification submitted pursuant to resolution No. R-385-95 shall be voidable by the County. If any attesting firm violates any of the Acts during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its certification.



Pursuant to Resolution No. R-385-95, as amended by Resolution No. R-182-00, failure of the certifying firm to comply with the requirements of the Resolution may result in the debarment of those who knowingly violate the policy or falsify information.

#### FAMILY LEAVE PLAN CERTIFICATION

That in compliance with Ordinance No. 93-118 which amended Ordinance No. 91-142 of the Code of Miami Dade County, Florida, the above named entity provides the following information and is in compliance with all items in the aforementioned ordinance.

Employees, as defined in Section 2, Ordinance No. 93-118 and Chapter 11A of the Miami Dade County Code, shall be entitled to take leave on the same terms and conditions as are provided by Sections 102, 103, 104 and 108 of the Family and Medical Leave Act of 1993 (FMLA), Public Law No. 103-3, and any amendments thereto, with the exception of the following:

- (a) An employee may also take leave under the ordinance to care for a grandparent with a serious health condition on the same terms and conditions as leave is permitted under the FMLA to care for a parent with a serious health condition.
- (b) Employers are not required by the ordinance to maintain coverage under any group health plan for the duration of an employee's leave.
- (c) Nothing in this ordinance shall be construed to affect any employee benefit plan that the employer may otherwise provide.

Pursuant to Ordinance No. 93-118, and Section 102 (Leave Requirements), Entitlement to Leave-Subject to section 103, an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period for one or more of the following:

- (a) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- (b) Because of the placement of a son or daughter with the employee for adoption or foster care.
- (c) In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
- (d) Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Pursuant to Ordinance No. 91-142, as amended by Ordinance No. 93-118 and Resolution Nos. R-1499-91 and R-183-00, successful bidders and proposers who are employers covered by the Family Leave Ordinance shall, as a condition of award, certify that they provide family leave to their employees as required by such ordinance. The obligation to provide family leave to their employees shall be a contractual obligation. Failure to comply with the requirements of this section may result in debarment.

#### DOMESTIC LEAVE CERTIFICATION

Pursuant to Ordinance No. 99-5 and Resolution No. R-185-00, prior to entering into any contract with the County, a firm desiring to do business with the County, shall as a condition of award, certify that the firm is in compliance with the Domestic Leave Ordinance No. 99-5. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with the requirements of Resolution No. R-185-00, as well as the Domestic Leave Ordinance, may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

The entity named above certifies that the firm is in compliance with the Domestic Leave Ordinance, Ordinance No. 99-05.



### MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES CERTIFICATION

Except for small purchase orders and sole source contracts, the above named entity verifies that all delinquent and currently due fees or taxes - including but not limited to real and property taxes, utility taxes and occupational licenses - which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the entity have been paid.

Pursuant to Section 2-8.6, as amended by Ordinance No. 00-30, failure to comply with the policy may result in debarment.

#### DRUG-FREE WORK PLACE CERTIFICATION

The entity named above certifies that the firm will provide a drug free workplace in compliance with Section 2-8.1.2 of the Code of Miami-Dade County as amended by Miami-Dade County Ordinance 00-30.

Pursuant to Ordinance No. 92-15, as amended by Ordinance No. 00-30, failure to comply with the policies in these Ordinances may result in debarment for those persons.



In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature on this Single Execution Condition of Award Certification, the Contractor hereby agrees to comply with the principles of Miaml-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Contractor firm's code varies in any way, the Contractor must identify the difference(s) on separate documents attached to this Single Execution Condition of Award Certification.



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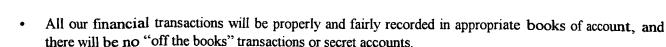
#### Compliance with Government Rules and Regulations

- We the undersigned Contractor will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers.
- In dealing with government agencies and employees we will conduct business in accordance with all applicable rules and regulations and in the open.
- We, the undersigned Contractor will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

#### Recruitment, Selection and Compensation of Contractors, Consultants, Vendors, and Suppliers

- We, the undersigned Contractor will avoid conflicts of interest and disclose such conflicts when identified.
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any
  portion of a contract payment to employees of the other contracting party or accept such kickback.

#### **Business Accounting**



#### Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards.
- We, the undersigned Contractor will promote and advertise our business and its products or services in a manner that is not misleading and doer, not falsely disparage our competitors.
- We, the undersigned Contractor will conduct business with government agencies and employees in a
  manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are
  unacceptable.
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently.
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we
  are the successful Contractor.
- We, the undersigned Contractor will, to the best of our ability, perform government contracts awarded at
  the price and under the terms provided for in the contract. We will not submit inflated invoices for goods
  provided or services performed under such contracts, and claims will be made only for work actually
  performed. We will abide by all contracting and subcontracting regulations.
- We, the undersigned Contractor will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.







 We, the undersigned Contractor will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

#### Public Life and Political Campaigns

- We, the undersigned Contractor encourage all employees to participate in community life, public service and the political process to the extent permitted by law.
- We, the undersigned Contractor encourage all employees to recruit, support and elect ethical and
  qualified public officials and engage them in dialogue and debate about business and community issues
  to the extent permitted by law.
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management.
- We, the undersigned Contractor will not contribute to the campaigns of persons who are convicted felons
  or those who do not sign the Fair Campaign Practices Ordinance.
- We, the undersigned Contractor will not knowingly disseminate false campaign information or support those who do.

#### Pass-through Requirements

• This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity.

#### Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat
overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment
and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary,
etc.

#### MBE Staff Utilization

• This Code prohibits the prime firm from requiring the MBE firm to provide more staff then is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.



# COUNTY CONTRACTORS EMPLOYMENT AND PROCUREMENT PRACTICES (AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT) ORDINANCE NO. 98-30

In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million, seeking to contract with Miami-Dade County shall, as a condition of award, have a written





Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan and Procurement Policy Affidavit. Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance No. 98-30. Either submittal shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

Any Firm/Respondent which does not provide an Affirmative Action Plan and Procurement Policy may not be recommended by the County Manager for award by the Board of County Commissioners.

The Firm/Respondent shall submit only one of the following two affidavits with its bid/proposal, whichever one is appropriate to its circumstances.



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This single execution shall have the same force and effect individually executed.	as if each of the above affidavits had been
The applicable affidavits pertaining to Architectural/Engi will apply accordingly.	neering Services, RFQ's, RFP's, and Bids
By: Signature of Affiant	Date 7/16/02
Printed Name of Affiant and Title  JUAN JOSE PINO - PRESIDENT	6,5.0,4,1,6,7,4,7 Federal Employment Identification Number
SUBSCRIBED AND SWORN TO (or affirmed) before me this He/She is personally known to me or has presented	as identification
Signature of Notary	Type of identification  Serial Number
NORMA SoleR Print or Stamp Name of Notary	F-6-05 Expiration Date
Notar Public State O NORMA SOLER MY COMMISSION # DD 048000 EXPIRES: August 6, 2005 Bonded Thru Notary Public Underwriters	Notary Seal

**REVISED PAGE AFF-16** ADDENDUM NO. 3 PREPAID PHONE CARD VENDING MACHINES ITB

AFF-16

DCAD ADMIN Jul. 3.2002 4:30PM

# Latin American Enterprises, Inc.

# **ATTACHMENTS**

Single Execution Affidavits

#### Disclosure Affidavit for the Miami Dade County Part I

2- If the contract or business is done with a corporation, provide the full legal name and business address and title of each officer.

#### Latin American Enterprises, Inc.

Juan Jose Pino: President 2929 Sw 3<sup>rd</sup> Ave., third floor Miami, FL 33129

Sergio Rodriguez Chief Financial Officer 2929 Sw 3<sup>rd</sup> Ave., third floor Miami, FL 33129

Rosendo Santos Financial Controller 2929 Sw 3<sup>rd</sup>. Ave, third floor Miami, FL 33129

Peter Hoch Information Technology Director 2929 Sw 3<sup>rd</sup>. Ave, third floor Miami, FL 33129

Mario Boidanich Manufacturing Director 2929 Sw 3<sup>rd</sup> Ave., third floor Miami, FL 33129

#### Disclosure Affidavit for Miami-Dade County Part 1

10- Attach a list of health care benefits to be paid to employees performing work under this contract.

Latin American Enterprises, Inc. provides its employees with the following insurances:

Full Health and Medical coverage:

Insurance Company: Neighborhood Health Partnership

Coverage: HMO / POS

Policy # B02847

Full Dental Coverage:

Insurance Company: Guardian

Coverage: PPO Policy # G 355195

Life Insurance, accidental death and dismemberment insurance:

Insurance Company: Jefferson Pilot Financial Insurance Company

Coverage: Life and AD & D Policy # 000010039865-00000

Coverage: Short Term Disability Policy # 000010039866-00000

Coverage: Long Term Disability Policy # 000010039867-00000

11 Attach a list reflectin the current breakdown of tentity's work force as to race, national origin or gender.

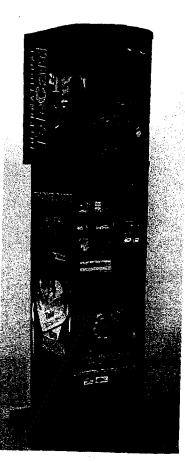
<b>-</b> γ							
2	Management	Juan	Pino	President	argentina	Σ	Hispanic
<u> </u>	Management	Peter	Hoch	Information Tech. Manager	venezuela	Σ	Hispanic
_ <u>≥</u>	Management	Mario	Boidanich	Warehouse Manager	argentina	Σ	Hispanic
4 ∑	Management	Marina	Medeiros	Attorney	Brazil	<u>ш</u> -	Other
2	Management	Sergio H.	Rodriguez	Chief Financial Manager	argentina	Σ	Hispanic
<b>∀</b> 9	Administ.	Leonel	Valbuena	General Accountant	venezuela	Σ	Hispanic
7	Administ.	Marybel	Quispe	Accounting Clerk	Peru	щ	Hispanic
∞	Administ.	Rosendo	Santos	Financial Controller	argentina	Σ	Hispanic
<b>∢</b> 6	Administ.	Felicita	Monert	Sales	Puerto Rico	щ	Hispanic
10 4	10 Administ.	Ricardo	Fondo	Warehouse	argentina	Σ	Hispanic
11/	11 Administ.	Jose	Jaureguy	Warehouse	Peru	Σ	Hispanic
12 /	12 Administ.	Miguel	Rodriguez	Warehouse	Cuba	Σ	Hispanic
13	3 Systems	Francisco	Avello		Cuba	Σ	Hispanic
14	14 Systems	Pedro	Ventura		Cuba	Σ	Hispanic
15.0	5 Systems	Juan	Berroteran	<u> </u>	venezuela	Σ	Hispanic
16	6 Cust Serv	Luis	Paz	Customer Service Supervisor	Guatemala	Σ	Hispanic
17 (	17 Cust Serv	Elida	Bernal	Customer Service Supervisor	Colombia	ш	Hispanic
18	8 Cust Serv	Graciela	Battaglia	Customer Service Supervisor	argentina	ш	Hispanic
19	9 Cust Serv	Giovanni	Avilan	Customer Service Supervisor	Colombia	Σ	Hispanic
20	20 Cust Serv	Dayana	Monert	Customer Service Supervisor	Cuba	ш,	Hispanic
21	21 Cust Serv	Clara	Guzman	Customer Service Rep	Colombia	ш	Hispanic
22 (	22 Cust Serv	Raul	Flores	Customer Service Rep	Peru	Σ	Hispanic
23 (	23 Cust Serv	Roland	Francois	Customer Service Rep	Haiti	Σ	Black
24 (	24 Cust Serv	Julio	Clavijo	Customer Service Rep	Ecuador	Σ	Hispanic
25 (	25 Cust Serv	Maria	Mejia	Customer Service Rep	Colombia	Σ	Hispanic
26	26 Cust Serv	Juana	Mazeneth	Customer Service Rep	venezuela	<u>ц</u>	Hispanic
27	27 Cust Serv	Carlos	Palma	Customer Service Rep	Panama	Σ	Hispanic



# Proposal for the Propos

# Meani International Argort





Latin American Enterprises, Inc.

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